
AGENDA

CALL TO ORDER

ROLL CALL / QUORUM ANNOUNCEMENT

OLD BUSINESS

1. **Approval of Minutes, August 20th, 2025, Regular Meeting**

NEW BUSINESS

2. **Cases 2025-DEV-11 & 13- ILA Shelter Site Plan and CUP**

The Applicant proposes to develop an In-line Amplifier Shelter (ILA) as a part of a fiber optic network. The City Classifies this usage as a "Public Utility Facility – Minor". The applicant will utilize a site less than 1 acre and construct/place 4 or fewer structures utilized to strengthen transmission signal along a fiber optic network line that will run along De Soto Road. The applicant is asking for a Conditional Use Permit and Site Plan approval in preparation for future development of this property. The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property's usage as Single-Family Residential. The approval of these requests would grant the applicant the ability to construct this facility on an easement granted by the property owner.

3. **Case 2025-DEV-012 Monroe Manor Phase 1 Final Plat**

The applicant is requesting the approval of a Final Plat for the Monroe Manor Phase 1 Final Plat. The plat will establish lot lines, dedicate public easements and street right-of-way for 63 lots and 3 tracts. This is the first of three projected phases to complete the Monroe Manor subdivision. The proposed final plat is consistent with the approved preliminary plat. The plat establishes tree preservation easements that was negotiated with the Planning Commission during the preliminary plat approval process.

4. **Case 2025-CP-001 Annual Comprehensive Plan Review**

Lansing 2030: A Vision for Tomorrow the Comprehensive Plan for Lansing was adopted in December 2014. Since then, Lansing 2030 has not been updated. K.S.A. 12-747 governs the adoption and usage of any Comprehensive Plan in the state of Kansas. KSA 12-747 (d) states: (d) At least once each year, the planning commission shall review or reconsider the plan or any part thereof and may propose amendments, extensions or additions to the same. The procedure for the adoption of any such amendment, extension or addition to any plan or part thereof shall be the same as that required for the adoption of the original plan or part thereof. Staff is proposing to review the Comprehensive Plan to determine what changes should be made in light of a new Comprehensive Plan being written in 2026. Staff recommends reviewing the document as a whole to begin thinking about the 2026 initiative and specifically reviewing the Implementation Table found in Section 6: Funding, Statutes and Implementation for updates.

NOTICES AND COMMUNICATIONS

REPORTS - Commission and Staff Members

- Commission Members
- Director, Community & Economic Development
- Director, Public Works / City Engineer

- Director, Wastewater Utility
- Building Inspector, Community & Economic Development

ADJOURNMENT

For information on how to view prior meetings, please visit our website at <https://www.lansings.org>. If you require any special assistance, please notify the Community and Economic Development Director prior to the meeting.



PLANNING COMMISSION AUGUST REGULAR MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043
Wednesday, August 20, 2025, at 7:00 PM

MINUTES

CALL TO ORDER

The August regular meeting of the Lansing Planning Commission was called to order by Chairman Jerry Gies at 7:01 p.m.

ROLL CALL / QUORUM ANNOUNCEMENT-

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

OLD BUSINESS-

1. Approval of Minutes, July 16th, 2025, Regular Meeting

A motion was made by Commissioner Labbee-Holdeman to approve the minutes as written, and it was seconded by Commissioner Riddle. Commissioner Payne abstained and Commissioner Suozzo was absent. Motion passed 5-0.

NEW BUSINESS-

2. Case 2025-DEV-010- Monroe Manor Rezone

The Applicant proposes to rezone a 25.5-acre tract of land from R-2-P to R-2 Single-Unit Residential District. The property owner is asking for a rezoning in preparation for future development of this property and has received conditional approval for a preliminary plat based on this rezoning. The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property's usage as Single-Family Residential. The rezoning would grant the property owner the ability to subdivide the property in order to sell approximately 103 lots to a home builder.

Prior to the public hearing, Mr. Gentzler, Community and Economic Director, explained the current zoning of the property and why it is being rezoned.

The public hearing was opened at 7:09 pm.

There were several concerns voiced by the public about the rezone. There were questions about development, drainage, trees, and if Pebblebeach will go through the area that is being developed.

The public hearing was closed at 7:26 pm.

The developer, Roman Hanne with Circle H, as well as Ben Gasper, the project engineer, stepped in and answered all questions asked by the public and addressed any concerns they had at this time. Mr. Gentzler then recapped what was discussed at the July Planning Commission Meeting, for the public.

With no further discussion about the rezoning, Commissioner Riddle moved to approve Case 2025-DEV-010 based on staff's recommendation and analysis of the Golden Factors. It was seconded by Commissioner Labbee-Holdeman. Motion carried 6-0.

NOTICES AND COMMUNICATIONS-

Joshua Gentzler, Community and Economic Director, mentioned that the Public Hearing Resolution was emailed to the members of the Planning Commission, and it was also included in the agenda packet for this month's meeting. The City Council meeting for that will be held on September 18th for the approval of the RHID.

REPORTS- Commission and Staff Members-

None

ADJOURNMENT-

Commissioner Riddle moved to adjourn, and the motion was seconded by Commissioner McDougal. The meeting was adjourned by acclamation at 7:33 pm.

Respectfully submitted,
Melissa Baker, Secretary

Reviewed by,
Joshua Gentzler, Community and Economic Development Director

Case 2025-DEV-011 & 013

Discussion points from Checklist

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

Factors to Be Considered

Please see the attached checklist for a discussion of the factors as listed in **2.07 Conditional Use Permits**.

Acknowledgments

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

- Joshua Gentzler – Director, Community & Economic Development
- Michael Spickelmier, P.E. – Director, Public Works / City Engineer
- Anthony Zell, MBA – Director, Wastewater
- Joe Gates – Fire Chief

Staff Comments

Community & Economic Development

As of the writing of this report, there is one outstanding question from CED regarding the gate dimensions.

The Director reviewed this site plan application for the following:

1. In general, any site plan in compliance with all requirements of this code shall be approved.
 - a. **Article 4 Zoning Districts & Use Standards**
 - i. *The site plan is in compliance with standards found in **Table 4-1 General Development Standards** and uses outlined in **Table 4-2 Table of Uses**.*
 - b. **Article 6 Site & Landscape Standards**
 - i. **6.03 Landscape Design**
 1. *In compliance.*
 - ii. **6.04 Buffers & Screening**
 1. *In compliance.*
 - c. **Article 7 Access & Parking Standards**
 - i. *In compliance*
2. In making a determination of compliance, or for site plans accompanying any discretionary review or administrative relief, the review body shall consider whether:
 - The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the code and will not negatively impact the function and design of rights-of-way or adjacent property.
 - *The site appears to be capable of accommodating the proposed development based on the Unified Development Code.*
 - The design and arrangement of buildings and open spaces is consistent with good planning, landscape design and site engineering principles and practices.
 - *Proposed site arrangement and landscape design is adequate for the site and context.*
 - The architecture and building design use quality materials and the style is appropriate for the context considering the proportion, massing, and scale of different elements of the building.

- *The proposed architectural style and building materials appear to be appropriate for the site.*
- The overall design is compatible to the context considering the location and relationships of other buildings, open spaces, natural features, or site design elements.
 - *The proposed design appears to be appropriate for the location.*
- Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.
 - *As of this time, Staff is unaware of additional conditions.*
- 3. The application meets the criteria for all other reviews needed to build the project as proposed.
 - *Official review is underway by other appropriate City Departments, including Public Works and Wastewater. Fulfillment of all criteria as outlined in the UDO and/or granted through this application will be required before a building permit can be issued for this project.*
- 4. The recommendations of professional staff.
 - *Staff recommends conditional approval of this site development plan.*

Notice of City Codes

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

Recommendation

Staff recommends **approval** of Case No. 2025-DEV-011 ILA Shelter Site Plan.

Staff recommends **approval** of Case No. 2025-DEV-013, ILA Shelter, at 00000 S De Soto with the following conditions:

1. This Conditional Use Permit shall be valid for a period of five (5) years from the date of approval. Continuation beyond that date shall require renewal by the Governing Body following review and recommendation by the Planning Commission
2. The site shall be maintained in good condition, free of debris, weeds, or abandoned equipment. Fencing, landscaping, and screening shall be kept in good repair.
3. The site maintains compliance with all property maintenance requirements as outlined in Lansing's Municipal Code.
4. Landscaping shall be maintained at the cost and responsibility of the either the property owner or organization who owns the site.
5. This facility shall operate in a manner that does not create noise, vibration, or other impacts perceptible at the property line. Backup generators, if used, shall be tested only during daytime hours.
6. Any expansion, substantial modification, or addition of equipment outside the approved site plan shall require a new or amended conditional use permit.

Action Options

Two motions are required for these cases: One for the Site Plan which the Planning Commission has authority to approve and the other for the Conditional Use Permit which must be approved by the City Council.

2025-DEV-011 – Site plan

"I move to _____."

1. Approve Case No. 2025-DEV-011, based on the Staff Report and contingent upon City Council approval of the associated Conditional Use Permit; or
2. Approve Case No. 2025-DEV-011 based on the Staff Report, modified by the Planning Commission, and contingent upon City Council approval of the associated Conditional Use Permit; or
3. Deny Case No. 2025-DEV-011 for specified reasons; or
4. Table the case to the next regularly scheduled Planning Commission meeting *[or insert date]*.

2025-DEV-013 – Conditional Use Permit

1. If to recommend approval the Conditional Use Permit application to the City Council:

“I move to recommend approval of Case No. 2025-DEV-013 based on staff’s recommendation and analysis of the analysis of review criteria as outlined in Article 2.07.”

2. If to recommend approval of the Conditional Use Permit application to the City Council for other reasons than specified in the staff report:

“I move to recommend approval of Case No. 2025-DEV-013 based upon _____ *[state reasons/factors, can be multiple].*”

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

“I move to recommend denial of Case No. 2025-DEV-013 based on the following factor(s) _____ *[can be multiple – state all].*”

4. If to table the decision on the case to another date, time and place.

“I move to table this case to the next regularly scheduled Planning Commission meeting *[or insert date].*”

Attachments

1. Site plan
2. Checklist
3. Zoning Map

1

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PROJECT NARRATIVE

THE PROJECT IS LOCATED IN THE CITY OF LANSING, KANSAS. THE PROJECT INCLUDES THE CONSTRUCTION OF ONE FIBER ILA HUTS WITH ASSOCIATED FENCING, GRADING, AND GRAVEL SURFACE.

CONSTRUCTION SEQUENCE

- STEP 1: ENSURE ALL NECESSARY PERMITS ARE ACQUIRED AND CONDUCT A PRE-CONSTRUCTION MEETING WITH THE A/E CONSTRUCTION MANAGER PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- STEP 2: HOLD PRE-CONSTRUCTION MEETING WITH NECESSARY PARTIES.
- STEP 3: INSTALL INITIAL SEDIMENT & EROSION CONTROL BMP's PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- STEP 4: COMPLETE DEMOLITION, UTILITY INSTALLATION AND ROUGH GRADING AS SHOWN IN CONSTRUCTION PLANS. COMPLETE INSTALLATION OF ABOVE GROUND INFRASTRUCTURE AND FINE GRADING AS SHOWN IN CONSTRUCTION PLANS. ENSURE FINAL STABILIZATION OF ALL DISTURBED SURFACES IS ACHIEVED PRIOR TO DEMOBILIZATION.
- STEP 5: SUBMIT NOTICE(S) OF TERMINATION AS REQUIRED TO ALL APPLICABLE PERMITTING AGENCY(IES).

GENERAL NOTES

- ENSURE THAT ALL REQUIRED PERMITS AND OTHER SUBMITTALS ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- UTILITIES ARE ILLUSTRATED FOR INFORMATION PURPOSES ONLY. THE CLIENT WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF UTILITY LOCATIONS, SIZES, DEPTHS, OR FOR COMPLETENESS OF UTILITY INFORMATION. FOR ANY UTILITIES LOCATED DIFFERENTLY THAN SHOWN ON THE PLAN THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY AND MEET WITH ALL UTILITIES AFFECTED TO DETERMINE UTILITY LOCATIONS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES FROM DAMAGE CAUSED BY THEIR OPERATIONS OR THOSE OF THEIR AGENTS. THE CONTRACTOR SHALL HOLD THE CLIENT HARMLESS FOR ANY THIRD-PARTY INCONVENIENCE CREATED BY WORK OF THEIR OWN FORCES OR THAT OF THEIR AGENTS. ANY DAMAGES INCURRED SHALL BE THE CONTRACTORS FINANCIAL RESPONSIBILITY.
 - ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. OTHER UTILITIES MAY NOT BE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK.
- CONTACT KANSAS UTILITY LOCATE 811 PRIOR TO BEGINNING CONSTRUCTION.
- WARNING: OVERHEAD UTILITIES. UNLESS OTHERWISE NOTED FOR RELOCATION, THE CONTRACTOR IS TO WORK UNDER ALL EXISTING OVERHEAD UTILITIES.
- NO SUBSURFACE PLANS ARE AVAILABLE ON THIS PROJECT. THE CONTRACTOR MAY MAKE THEIR OWN INVESTIGATION TO DETERMINE SUBSURFACE CONDITIONS.
- IT IS THE OBLIGATION OF THE CONTRACTOR TO MAKE THEIR OWN INTERPRETATION OF ALL SURFACE AND SUBSURFACE DATA THAT IS AVAILABLE AS TO THE NATURE AND EXTENT OF THE MATERIALS TO BE EXCAVATED AND WASTED, GRADED AND COMPACTED. THE INFORMATION SHOWN ON THESE PLANS AND SPECIFICATIONS DOES NOT IN ANY WAY GUARANTEE THE AMOUNT OR NATURE OF THE MATERIAL WHICH MAY BE ENCOUNTERED.
- ALL INITIAL EROSION, SEDIMENTATION, & POLLUTION CONTROLS AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO BEGINNING ANY LAND DISTURBING ACTIVITIES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING THEIR EMPLOYEES A WORKPLACE FREE FROM RECOGNIZED HEALTH AND SAFETY HAZARDS.
- CONTRACTOR SHALL CLEARLY MARK AND MAINTAIN PROPERTY CORNER MONUMENTATION AND BENCHMARKS AND WILL BE RESPONSIBLE FOR THE COST OF REPLACING THEM IF DISTURBED OR DESTROYED.
- THE CONTRACTOR SHALL SAWCUT EXISTING ASPHALT AND/OR CONCRETE SURFACES PRIOR TO REMOVAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SAW CUT WIDTH SHALL BE 1 FOOT MINIMUM FROM THE EXISTING EDGE OF PAVEMENT. SAW CUT PAVEMENT SHALL BE REPLACED AS WELL AS ADDITIONAL PAVEMENT REQUIRED TO TIE-IN TO FACE OF PROPOSED CURB AND GUTTER.
- NO DEMOLITION MATERIALS SHALL BE DISPOSED OF ON-SITE. ALL VEGETATION (UNLESS OTHERWISE NOTED), EXISTING ASPHALT PAVEMENT, ORGANICS AND UNSUITABLE BEARING SOILS SHALL BE STRIPPED FROM THE SURFACE WITHIN THE CONSTRUCTION LIMITS AND DISPOSED OF LEGALLY OFFSITE AT A LOCATION APPROVED BY THE LOCAL JURISDICTION FOR THE HANDLING AND DEMOLITION OF DEBRIS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING THE BORROW MATERIAL NECESSARY AS SPECIFIED SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT. ALL STRUCTURAL FILL PLACED AS A PART OF THIS PROJECT SHALL BE PLACED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- LIMITS OF PROPOSED SLOPES ARE INDICATED IN THE PLANS, DETAILS AND STANDARD DRAWINGS. THE MAXIMUM SLOPE SHALL NOT EXCEED A 3:1 (HORIZONTAL TO VERTICAL) UNLESS DESIGNATED BY THE ENGINEER. A CUT SLOPE OF 2:1 MAXIMUM WILL BE USED ONLY AS DIRECTED BY THE ENGINEER.
- BACKFILL MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE OPTIMUM COMPACTION FOR ANY SOIL CLASSIFICATION AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO D-1557. BACKFILL MATERIAL SHALL BE CLEAN AND FREE OF ROOTS, ROCK OR DELETERIOUS MATTER. CONTRACTOR SHALL CORRECT ANY DAMAGE TO CURBING OR PAVING CAUSED BY TRENCH SETTLEMENT WHICH OCCURS WITHIN 12 MONTHS OF PROJECT ACCEPTANCE.
- THE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN AND NEAT CONDITION AS WELL AS PERFORM REGULAR MAINTENANCE.
- CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK, ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO CONSTRUCTION.
- ALL STRUCTURES NOT LABELED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. ANY STRUCTURES THAT ARE TO REMAIN THAT ARE DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION AT NO ADDITIONAL COST.
- A RIGHT-OF-WAY PERMIT SHALL BE OBTAINED PRIOR TO PERFORMING CONSTRUCTION ACTIVITY IN THE CITY OF LANSING RIGHT-OF-WAY
- CHLORINATED DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM

EROSION CONTROL NOTES

- PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.
- THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT LAND STRIPPED OF IT'S NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.
- NO STAGING AREAS, MATERIAL STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURN AND BURIAL HOLES SHALL BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS.
- A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.
- THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY:
 - THE CONSTRUCTION EXIT, CONSISTING OF A MINIMUM PAD SIZE OF 20 FEET BY 50 FEET WITH A MINIMUM OF 6" THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINER. THE GEOTEXTILE UNDERLINER SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3 SEPARATION REQUIREMENTS.
 - IMMEDIATELY AFTER ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
 - SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH LATEST KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) STANDARDS AND MEETING THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES 1/2 HEIGHT OF BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
 - INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN. SEE SEPARATE DETAILS FOR SPECIFICS ON TYPE OF INLET PROTECTION SPECIFIED.
 - STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN.
 - TREE PROTECTION FENCING/SILT FENCING SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING/SILT FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
- AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTION.
- AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT PONDS AND DIVERSION DIKES AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORM WATER RUN OFF.
- THE DESIGN PROFESSIONAL WHO PREPARED THE EROSION CONTROL PLANS WILL INSPECT THE INSTALLATION OF THE BMP's WITHIN SEVEN DAYS AFTER INITIAL CONSTRUCTION ACTIVITY BEGINS.
- THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL IN AREAS SHOWN ON PLAN WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.
- NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER.
- ADDITIONAL SILT BARRIERS MUST BE PLACED AS SHOWN ON THE PLAN AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL TAKE PLACE UNTIL SILT BARRIER INSTALLATION AND SEDIMENT PONDS ARE CONSTRUCTED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
- ALL SILT FENCES MUST MEET THE REQUIREMENTS OF KDOT'S APPROVED PRODUCT REPORT, MEETING THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE KDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL ITEMS IN THIS SECTION OF THE SPECIFICATION SHALL MEET THE REQUIREMENTS AS SET FORTH IN THE MOST CURRENT KDOT STANDARD SPECIFICATIONS.
- MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
- ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.
- SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

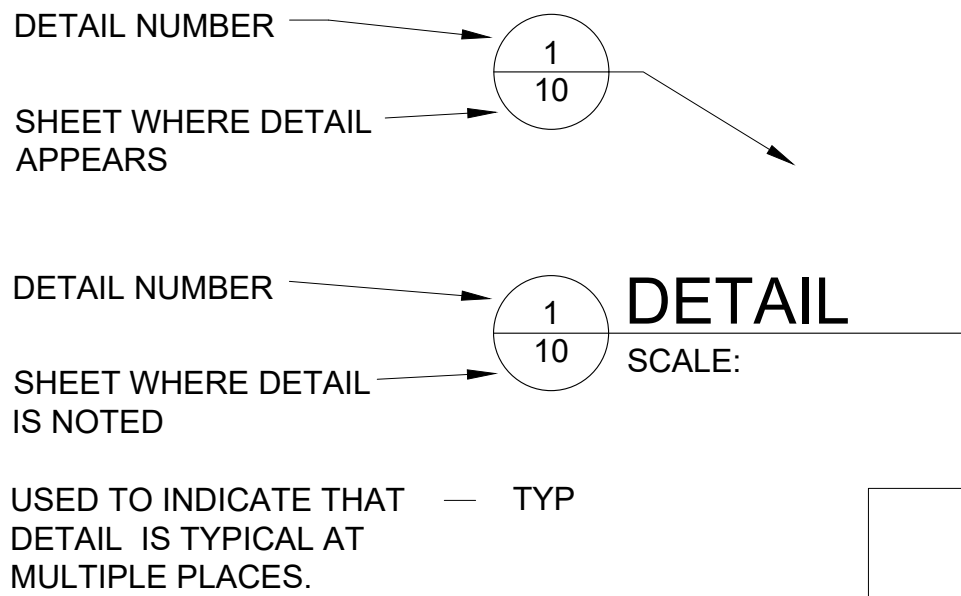
EROSION CONTROL NOTES

- THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A METHOD WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
- CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.
- FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.
- THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES.

FINAL PHASE-EROSION CONTROL NOTES

- THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING THE FINAL EROSION CONTROL PHASE OF CONSTRUCTION.
- SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
- MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
- ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.
- THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT PONDS AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT REACHES THE HALF WAY POINT ON THE RISER.
- AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE WING CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION. SEE SEPARATE DETAIL FOR ADDITIONAL INFORMATION.
- ALL ROADWAY AND PARKING SHOULDERS SHOULD BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
- SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
- THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO PUBLIC ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- THE CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.
- FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.
- THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS.
- UPON COMPLETION OF THE PROJECT AND RECEIPT OF "CERTIFICATE OF OCCUPANCY", THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED ON PLANS.

DETAIL REFERENCES



AECOM

PROJECT

MMI - ILA SHELTER

MCI1.12

LANSING, KS

PARCEL ID: 052-107-25-0-00-00-175
811 4-H RD
LANSING, KS 66043

CLIENT

Middle Mile Infrastructure

CONSULTANT

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REGISTRATION

ISSUE/REVISION

1	08/19/2025	Site Plan Comments
I/R	DATE	DESCRIPTION

PROJECT NUMBER

60645418

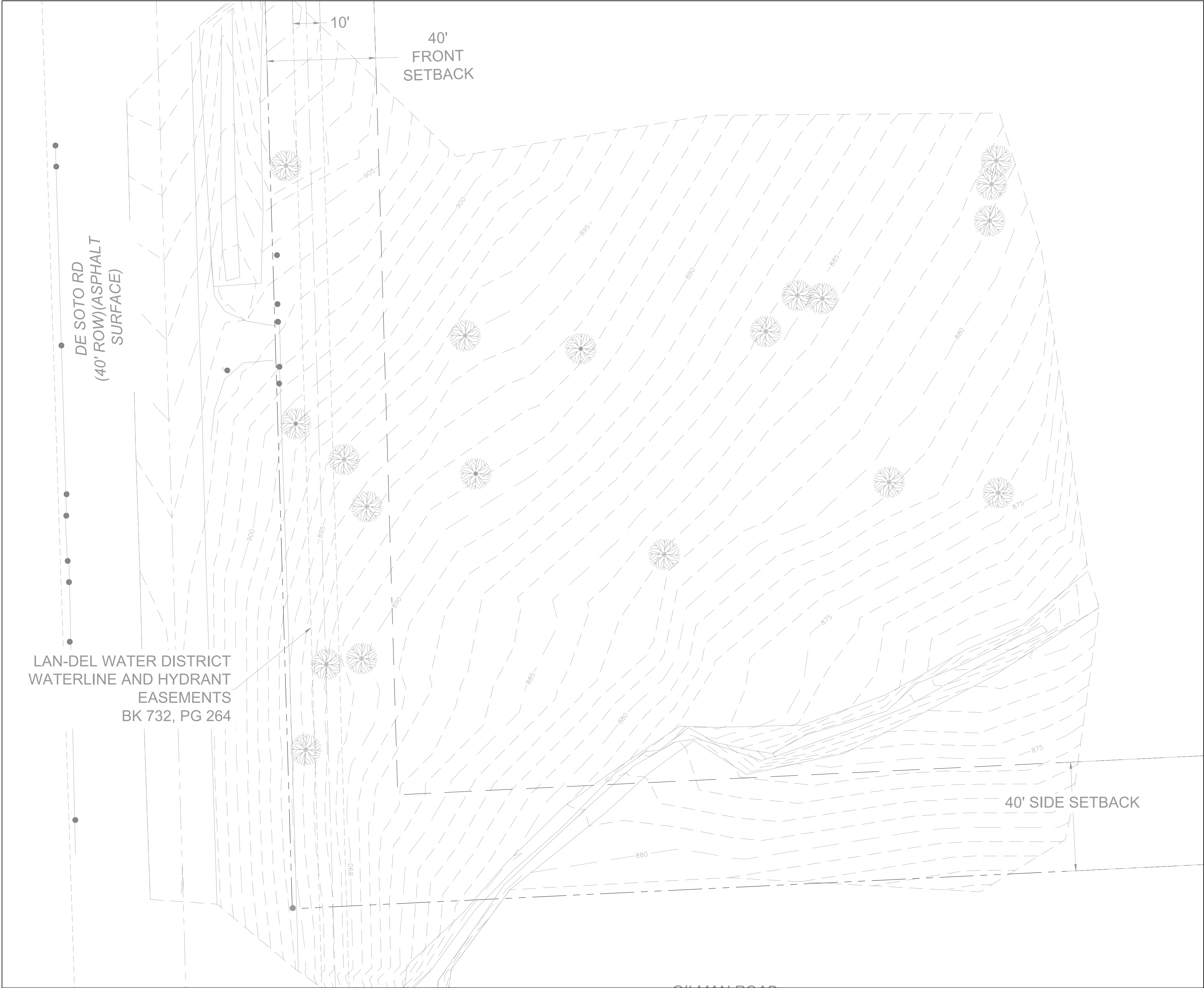
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GENERAL NOTES

SHEET NUMBER

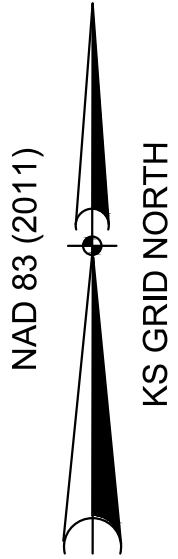
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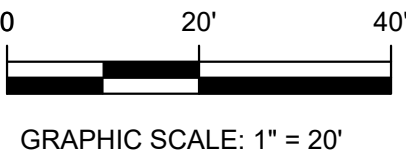
NOTES

- 1. SEE GENERAL NOTES, SHEET 2.



LEGEND

	WORK LIMIT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED EASEMENT LINE
	EXISTING WETLANDS



ISSUE FOR BID
DATE OF ISSUE: 07/21/2025



PROJECT

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MCI1.12
LANSING, KS

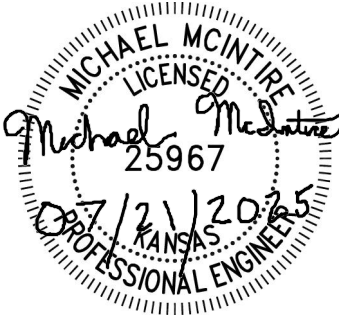
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PROJECT NUMBER

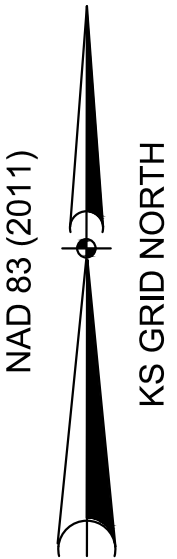
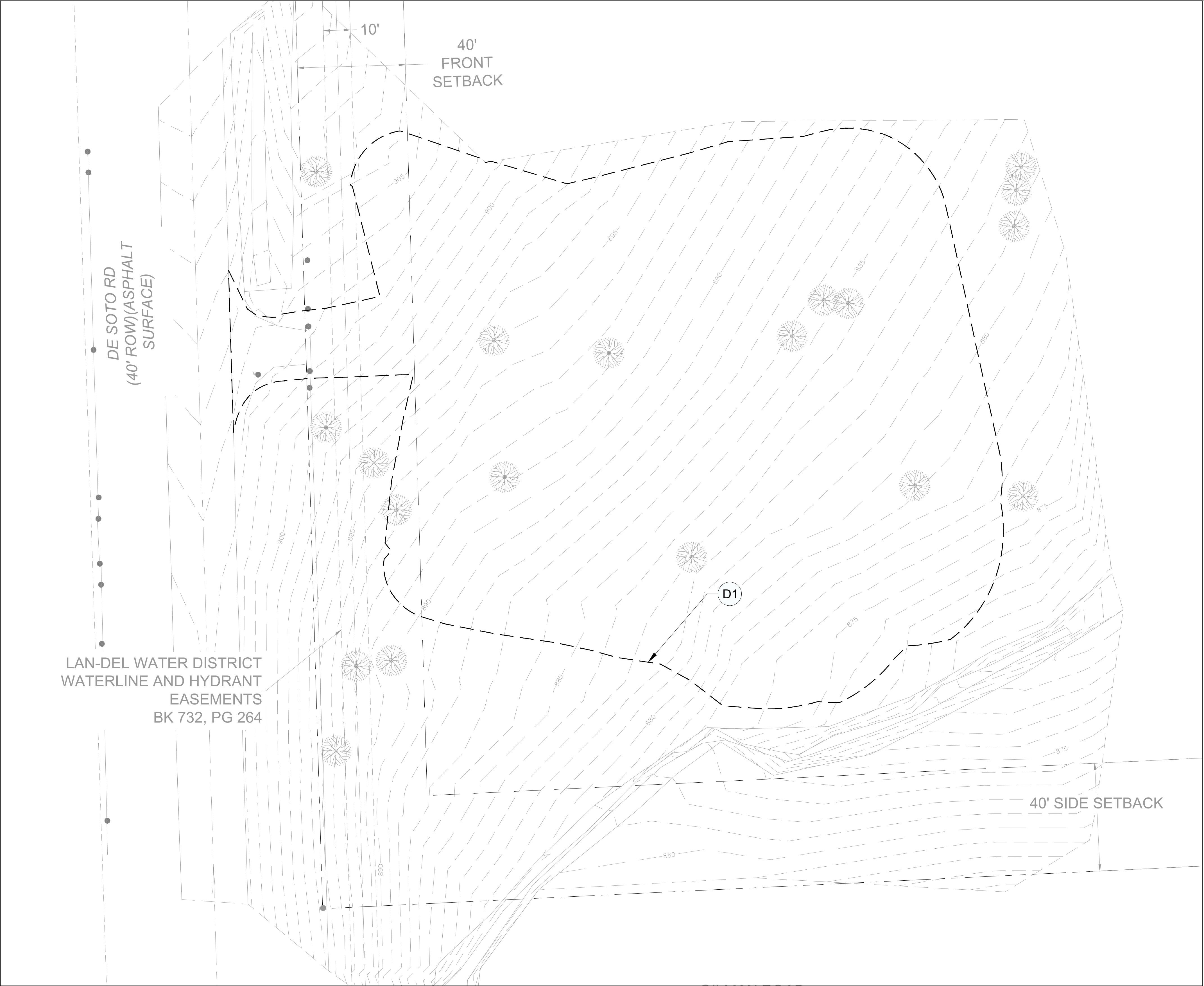
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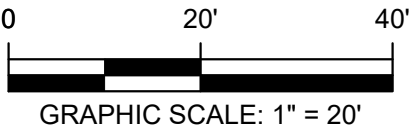
EXISTING CONDITIONS

SHEET NUMBER

3



LEGEND	
	WORK LIMIT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED EASEMENT LINE
	EXISTING WETLANDS



ISSUE FOR BID
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PROJECT
MMI - ILA SHELTER
MCI1.12
LANSING, KS
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I/R	DATE	DESCRIPTION

PROJECT NUMBER
60645418

SHEET TITLE
DEMOLITION

SHEET NUMBER
4

CONSTRUCTION NOTES

- D1 REMOVE EXISTING VEGETATION AND ASPHALT AS NEEDED FOR CONSTRUCTING PAD, GRADING & ABOVE-GROUND INFRASTRUCTURE.

NOTES

- DEMOLITION AND REMOVAL WORK MUST NOT DAMAGE EXISTING ITEMS TO REMAIN. CONTRACTOR MUST PROMPTLY REPORT TO THE A/E CONSTRUCTION MANAGER ALL DAMAGE RESULTING FROM HIS OPERATIONS ALONG WITH HIS REPAIR RECOMMENDATION FOR A/E APPROVAL. CONTRACTOR MUST REPAIR ALL DAMAGES RESULTING FROM HIS OPERATIONS TO THE SATISFACTION OF THE A/E CONSTRUCTION MANAGER.
- ITEMS IDENTIFIED AS TO BE DEMOLISHED OR REMOVED AND DEBRIS MUST BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF SITE. EXERCISE CARE WHEN REMOVING ITEMS TO AVOID DAMAGING ADJACENT ITEMS REMAINING.
- SEE GENERAL NOTES, SHEET 2.

LAN-DEL WATER DISTRICT
WATERLINE AND HYDRANT
EASEMENTS
BK 732, PG 264

GRADING NOTES

1.

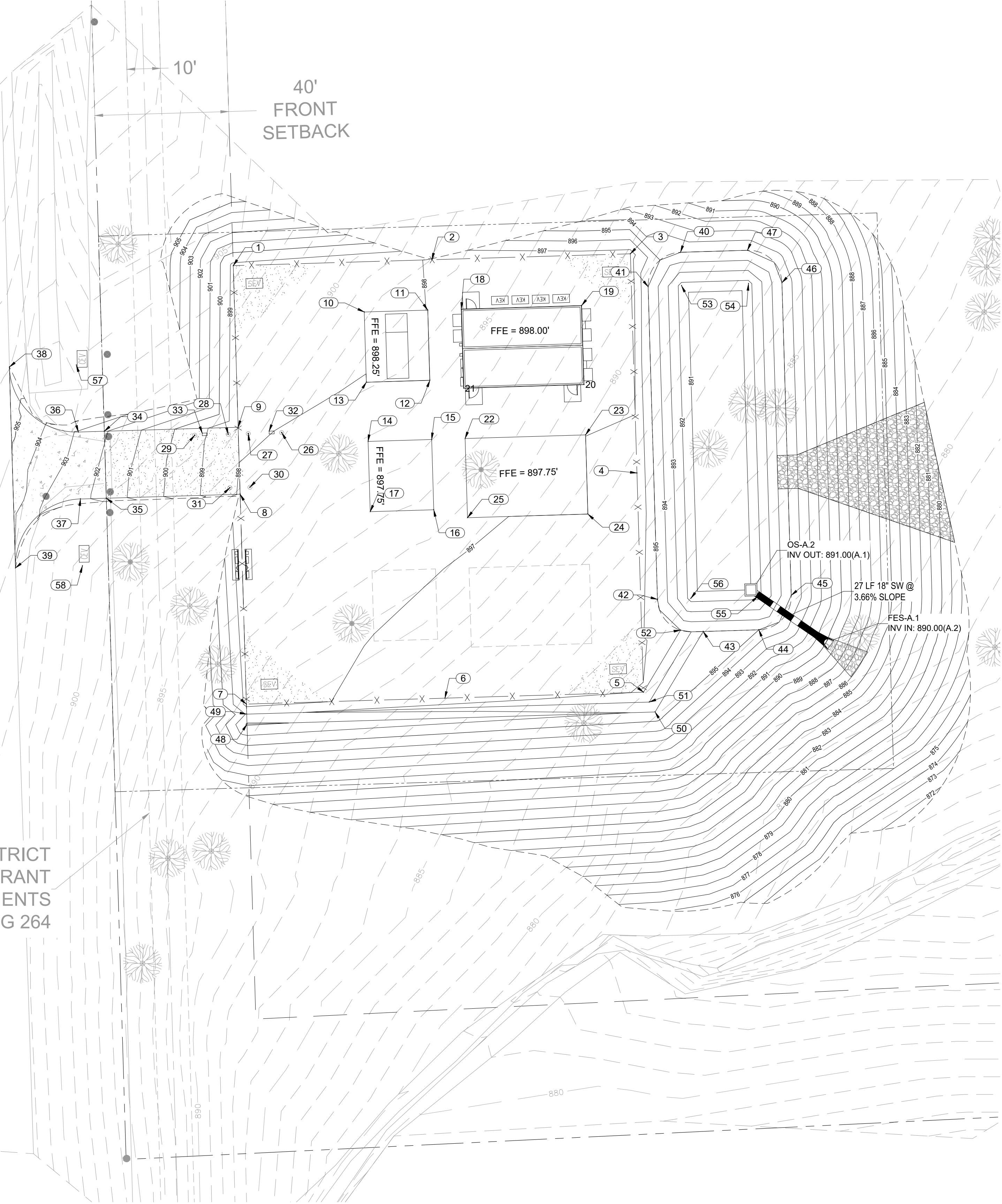
CONSTRUCT SITE TO PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN USING SUITABLE MATERIAL. GRADES SHOWN ARE TOP OF FINAL GRADE.
2.

CONTRACTOR SHALL BE AWARE OF EXISTING UTILITY LINE(S) DURING DRIVEWAY CULVERT INSTALLATION.
3.

ALL NEW PAVEMENT/GRAVEL ABUTTING EXISTING PAVEMENTS/GRAVEL SHALL MATCH THE ELEVATION OF THE EXISTING.
4.

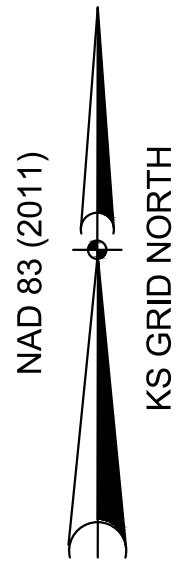
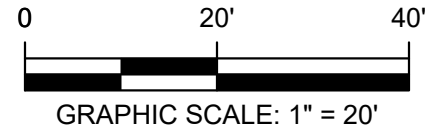
CONTRACTOR TO ENSURE POSITIVE DRAINAGE OF ALL FINISHED GRADE SURFACES.
5.

SEE GENERAL NOTES, SHEET 2.



LEGEND

ECR - END OF CURVE RADIUS
EOC - EDGE OF CONCRETE
EOG - EDGE OF GRAVEL
EG - EXISTING GROUND ELEVATION
(TIE TO EXISTING POINT)



LEGEND

	WORK LIMIT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED EASEMENT LINE
	EXISTING WETLANDS
	FENCE LINE
	GRAVEL
	ASPHALT

Point Table					Point Table				
Point #	Description	Elevation	Northing	Easting	Point #	Description	Elevation	Northing	Easting
1	EOG	898.71	342194.4753	2184957.0448	30	BOLLARD	897.90	342128.3104	2184962.0272
2	EOG	897.97	342196.2514	2185016.3638	31	BOLLARD	898.20	342128.1308	2184956.0299
3	EOG	897.41	342198.0275	2185075.6827	32	PEDESTAL	898.01	342145.0524	2184967.7524
4	EOG	896.78	342132.5569	2185077.6430	33	PEDESTAL	899.14	342144.4539	2184947.7648
5	EOG	895.96	342067.0862	2185079.6033	34	EOG/EOC	902.11	342145.0154	2184918.5078
6	EOG	896.59	342065.3101	2185020.2843	35	EOG/EOC	901.57	342125.0244	2184919.1063
7	EOG	897.31	342063.5340	2184960.9653	36	EOC	902.88	342144.7833	2184910.7565
8	EOG	897.91	342126.2215	2184959.0884	37	EOC	902.28	342124.7928	2184911.3716
9	EOG	898.11	342146.2125	2184958.4899	38	EOC/EG	906.03	342164.2134	2184890.1658
10	EOC	898.20	342180.6400	2184996.1675	39	EOC/EG	903.81	342104.1847	2184891.9797
11	EOC	897.99	342181.2086	2185015.1590	40	POND	895.00	342198.4764	2185090.6760
12	EOC	897.76	342160.2180	2185015.7875	41	POND	895.00	342188.1816	2185080.9798
13	EOC	897.97	342159.6494	2184996.7960	42	POND	895.00	342094.8174	2185083.7752
14	EOC	897.72	342141.9907	2184997.3247	43	POND	895.00	342085.2217	2185097.4281
15	EOC	897.54	342142.5593	2185016.3162	44	POND	895.00	342085.7197	2185114.0611
16	EOC	897.27	342121.5687	2185016.9447	45	POND	895.00	342096.0145	2185123.7573
17	EOC	897.46	342121.0001	2184997.9532	46	POND	895.00	342189.3788	2185120.9619
18	EOC	897.88	342181.5079	2185025.1545	47	POND	895.00	342199.0750	2185110.6671
19	EOC	897.49	342182.5853	2185061.1384	48	TOP DITCH	897.12	342057.5367	2184961.1449
20	EOC	897.19	342158.9296	2185061.8469	49	TOP DITCH	896.13	342060.5353	2184961.0551
21	EOC	897.62	342157.8519	2185025.8630	50	TOP DITCH	895.93	342061.1873	2185083.0682
22	EOC	897.46	342142.8586	2185026.3117	51	BOTTOM DITCH	895.19	342064.1367	2185081.3358
23	EOC	897.00	342143.9360	2185062.2956	52	POND	895.00	342085.6095	2185090.6704
24	EOC	896.71	342120.2799	2185063.0039	53	RADIUS		342188.4809	2185090.9753
25	EOC	897.15	342119.2025	2185027.0200	54	RADIUS		342189.0795	2185110.9663
26	BOLLARD	897.97	342144.6017	2184971.5175	55	RADIUS		342095.7153	2185113.7618
27	BOLLARD	898.06	342144.3024	2184961.5220	56	RADIUS		342095.1167	2185093.7708
28	BOLLARD	898.36	342144.1228	2184955.5247	57	RADIUS		342164.7744	2184910.1579
29	BOLLARD	899.35	342143.8235	2184945.5292	58	RADIUS		342104.8017	2184911.9701

ISSUE FOR BID
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PROJECT

MMI - ILA SHELTER
MCI1.12
LANSING, KS

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811 4-H RD
LANSING, KS 66043

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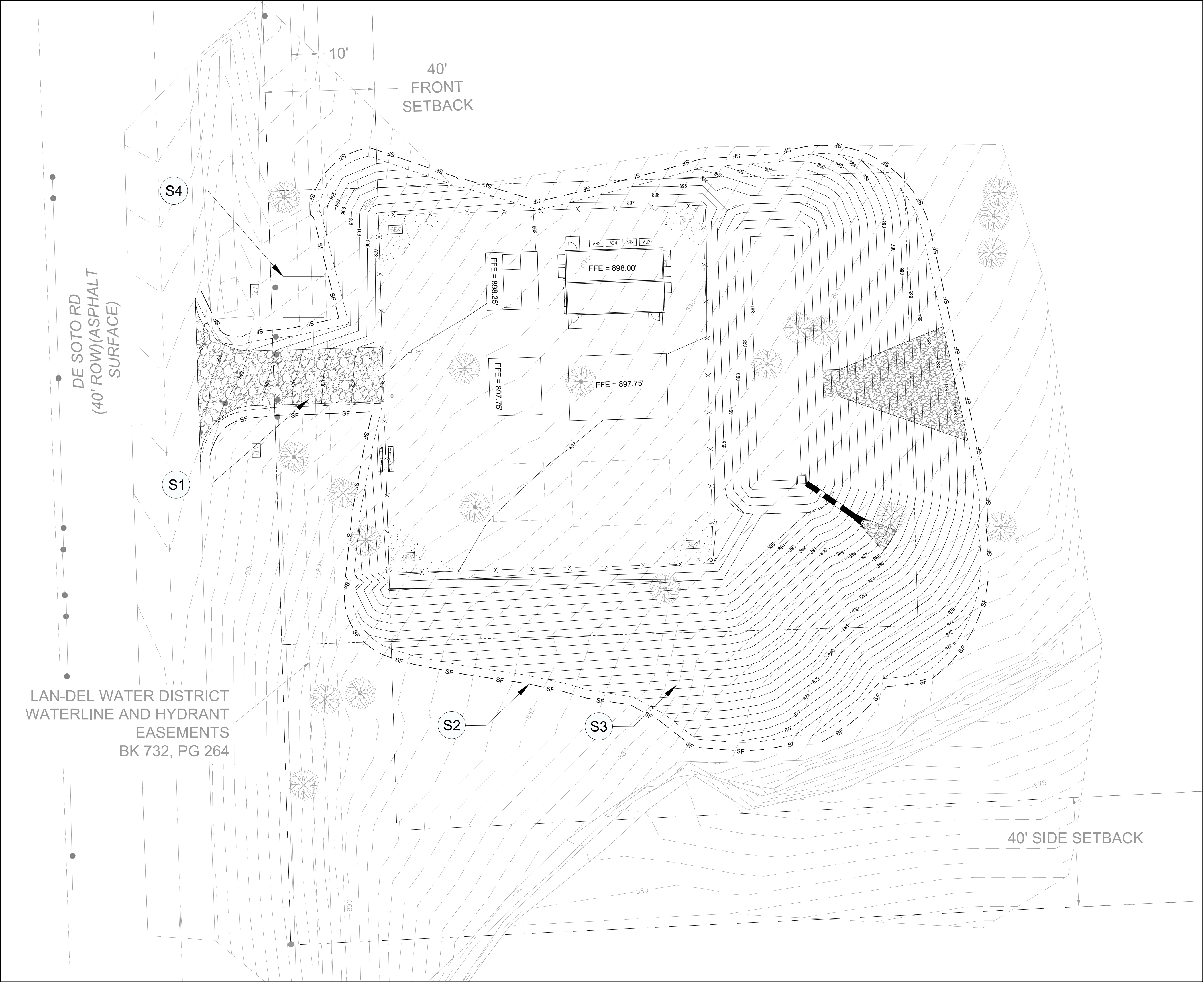
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SHEET TITLE

GRADING PLAN

SHEET NUMBER

5



CONSTRUCTION NOTES:

- S1

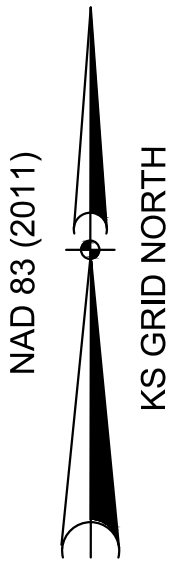
CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SEE DETAIL
- S2

CONSTRUCT TEMPORARY SILT FENCE, SEE DETAIL
- S3

CONSTRUCT SLOPE STABILIZATION ON ALL SLOPES 3H:1V OR STEEPER
- S4

CONSTRUCT CONCRETE WASHOUT, SEE DETAIL
- 1/7
- 2/7
- 3/7
- 4/7

SEE SHEET 7 FOR EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.



LEGEND	
	WORK LIMIT LINE
	PROPERTY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED SPOT ELEVATION
	SILT FENCE
	CONSTRUCTION ENTRANCE
	EXISTING WETLANDS

EROSION CONTROL NOTES

1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES, IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
3. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
4. SEE GENERAL NOTES, SHEET 2.
5. SEE EROSION CONTROL DETAILS, SHEET 7.



PROJECT

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MCI1.12
LANSING, KS

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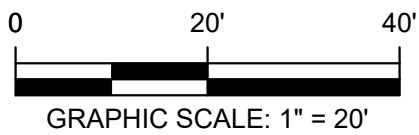
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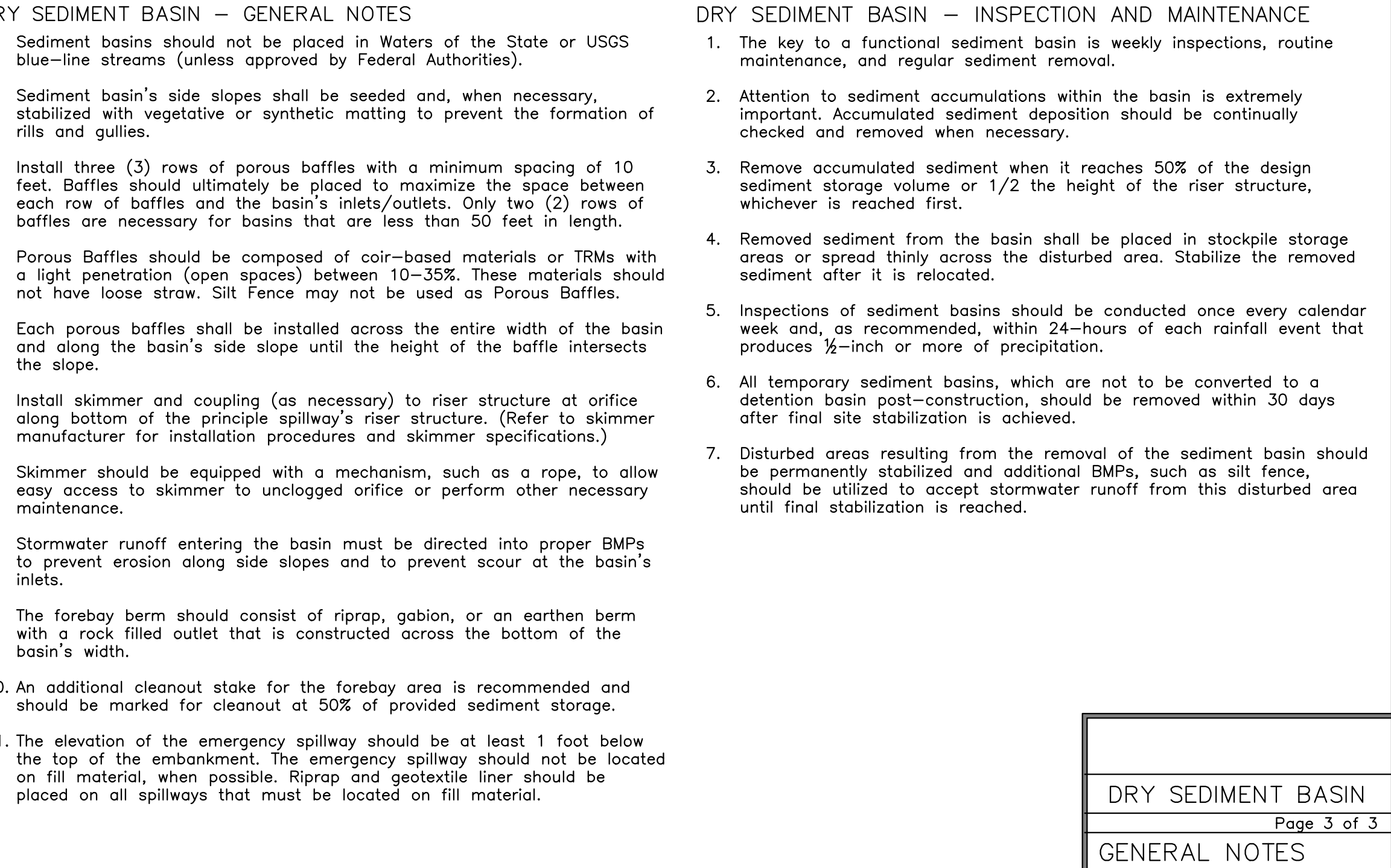
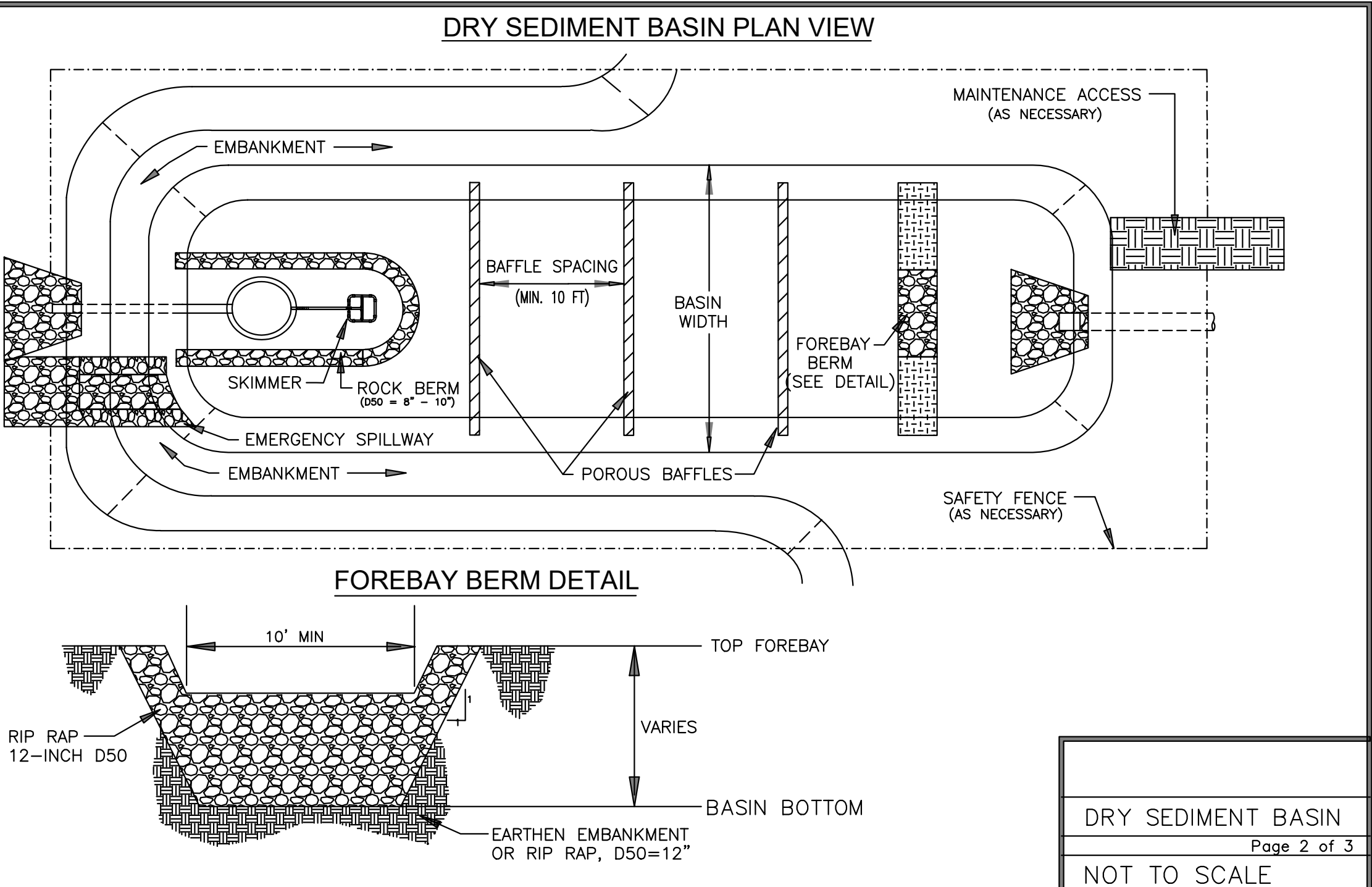
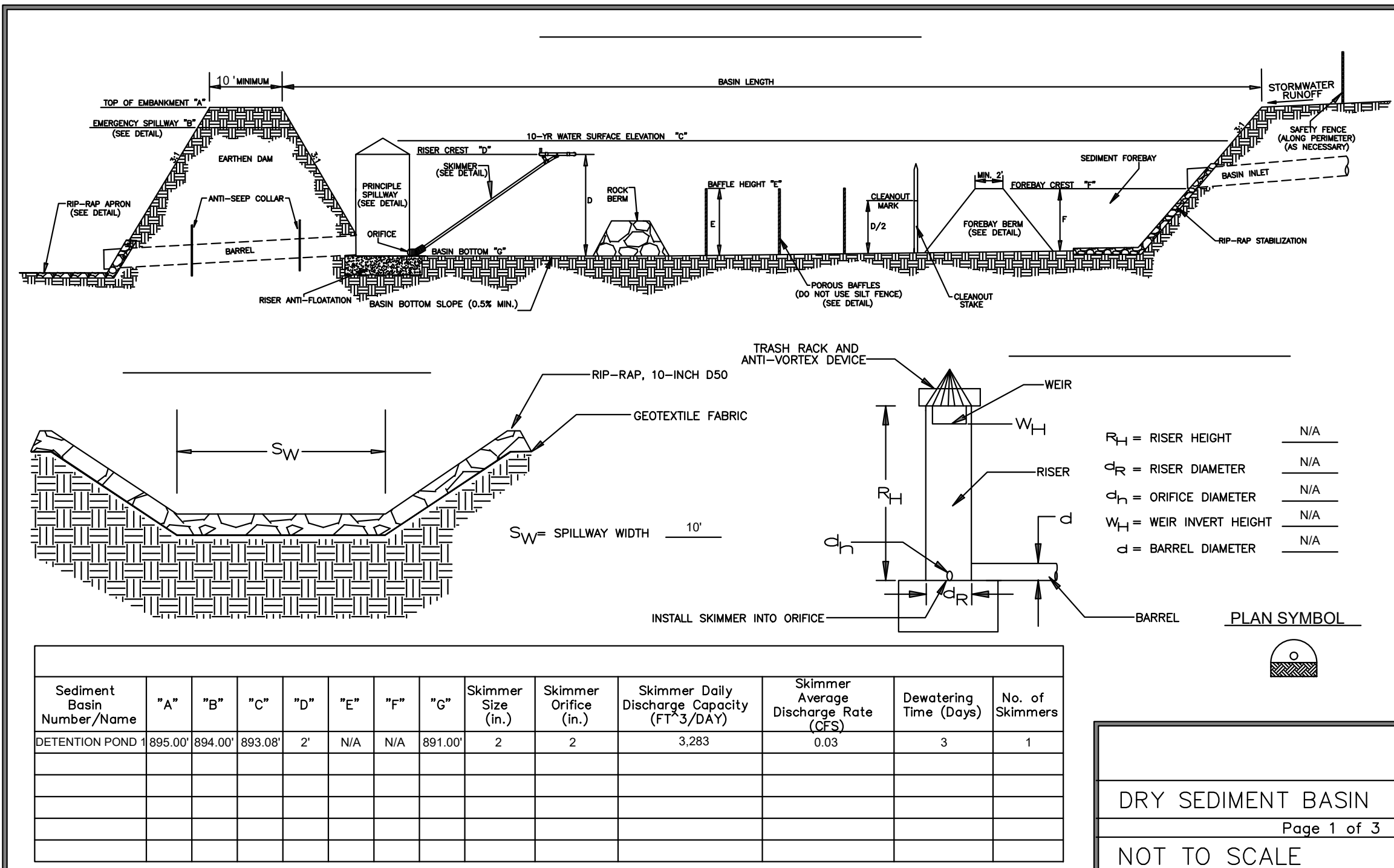
EROSION CONTROL PLAN

SHEET NUMBER

6



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PROJECT

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MCI1.12
LANSING, KS

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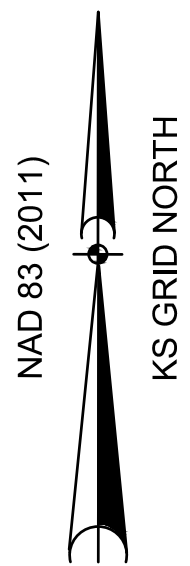
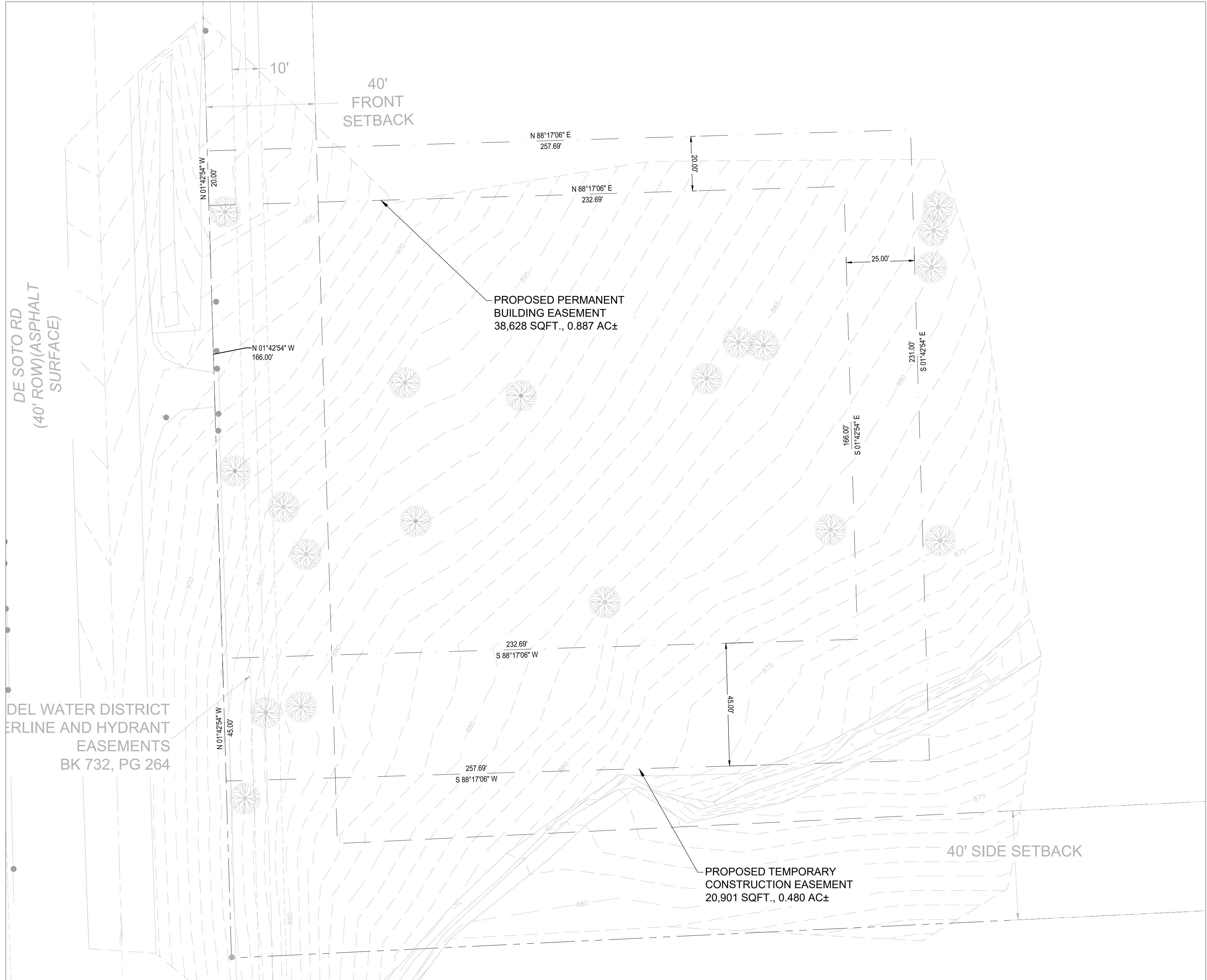
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EROSION CONTROL NOTES &
DETAILS

SHEET NUMBER

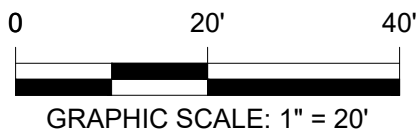
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ISSUE FOR BID
DATE OF ISSUE: 07/21/2025



LEGEND	
	PROPOSED EASEMENT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	EXISTING WETLANDS

<u>SITE DATA:</u>	
SITE ADDRESS:	811 4-H RD LANSING, KS 66043
PIN/MAP #:	052-107-25-0-00-00-175
LEGAL DESCRIPTION:	RYAN FAMILY FARMS SUB, S25, T09, R22E, LOT 1, ACRES 138.74 DEED BOOK/PAGE 10 /1372 09 /5186 09 /3222 08 /4521 08 /3650 0863/1650 0669/1081 0560/1707
ZONING:	AGRICULTURAL (A-1)
LAND USE:	VACANT LOT
PROPERTY ACREAGE:	138.74 AC / 6,043,602 SF
PROPOSED EASEMENT AREA:	0.89 AC / 38,627 SF
PROPOSED DISTURBED AREA:	0.99 AC / 43,191 SF
PROPOSED EASEMENT LAND USE:	TELECOMMUNICATIONS SUPPORT STRUCTURE (UTILITY)



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MMI - ILA SHELTER

MC11.12

LANSING, KS

PARCEL ID: 052-107-25-0-00-00-175

811 4-H RD

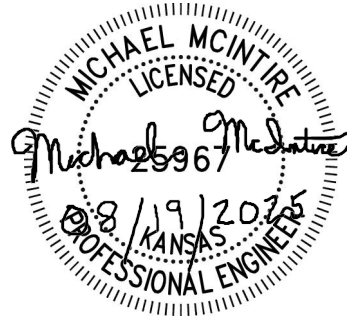
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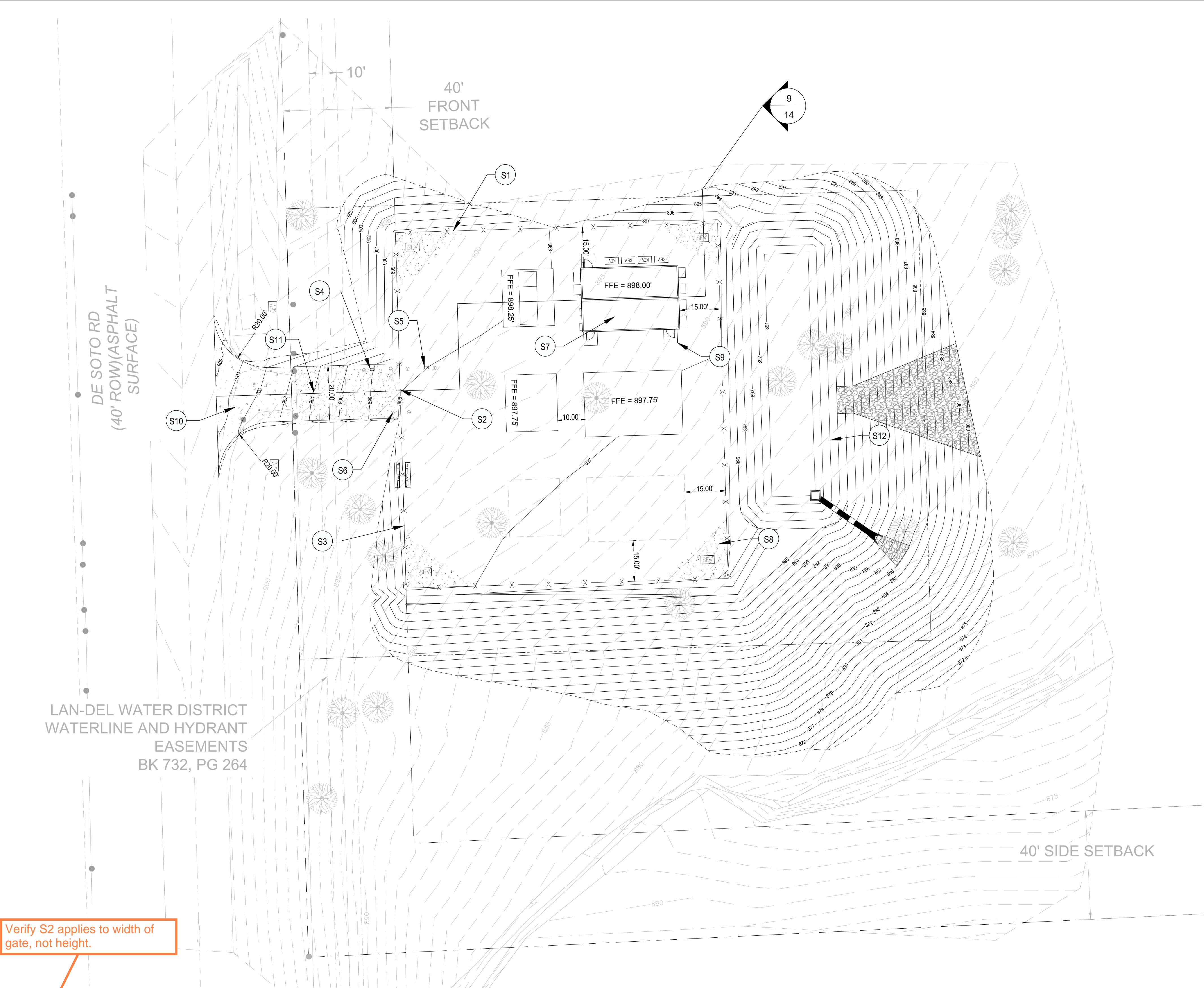
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PROJECT NUMBER
60645418
SHEET TITLE
PROPOSED EASEMENT EXHIBIT

SHEET NUMBER

9

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Verify S2 applies to width of gate, not height.

CONSTRUCTION NOTES

- S1

CONSTRUCT 8' HIGH CHAIN LINK FENCE W/ BARB WIRE & PRIVACY SLATS, SEE DETAIL

1
12
- S2

CONSTRUCT 16' WROUGHT IRON FENCE GATE, SEE DETAIL

4
12
- S3

CONSTRUCT 8' TALL WROUGHT IRON FENCE, SEE DETAIL

2
12
- S4

CONSTRUCT KEYPAD ACCESS CONTROL, PEDESTAL, AND KNOX BOX

3/5
13
- S5

CONSTRUCT REX EXIT BUTTON AND PEDESTAL

4/5
13
- S6

CONSTRUCT BOLLARDS AROUND GATE CONTROLLER AND GATE, 36IN SPACING, SEE DETAIL

6
11
- S7

CONSTRUCT CONCRETE SHELTER FOUNDATION, SEE DETAIL

1
17
- S8

CONSTRUCT GRAVEL PAVEMENT THROUGHOUT SITE, SEE DETAIL

10
14
- S9

CONCRETE APRON, SEE DETAIL

7
14
- S10

CONSTRUCT CONCRETE DRIVEWAY, SEE DETAIL

6
14
- S11

CONSTRUCT GRAVEL DRIVEWAY, SEE DETAIL

8
14
- S12

CONSTRUCT DETENTION POND, SEE DETAIL

1
8

NAD 83 (2011)

KS GRID NORTH

LEGEND

	WORK LIMIT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED EASEMENT LINE
	SETBACK LINE
	PROPOSED FIBER
	FENCE LINE
	GRAVEL
	CONCRETE
	EXISTING WETLANDS

SITE NOTES

1. DIMENSIONS AND RADII ARE TO EDGE OF PAVEMENT, CONCRETE & GRAVEL PAD UNLESS SHOWN OTHERWISE.

2. ALL NEW PAVEMENT ABUTTING EXISTING PAVEMENTS SHALL MATCH THE ELEVATION OF THE EXISTING.

3. SEE GENERAL NOTES, SHEET 2.

4. SITE DETAILS, SEE SHEET 12 - 15.

5. PROPOSED EASEMENT EXHIBIT, SEE SHEET 9.

6. NO SITE LIGHTING WILL BE A PART OF THIS PROJECT.

SITE DATA:

SITE ADDRESS:

811 4-H RD
LANSING, KS 66043

PIN/MAP #:

052-107-25-0-00-00-175

LEGAL DESCRIPTION:

RYAN FAMILY FARMS SUB, S25, T09, R22E, LOT 1, ACRES 138.74
DEED BOOK/PAGE 10 /1372 09
/5186 09 /3222 08 /4521 08 /3650
0863/1650 0669/1081 0560/1707

ZONING:

AGRICULTURAL (A-1)

LAND USE:

VACANT LOT

PROPERTY ACREAGE:

138.74 AC / 6,043,602 SF

PROPOSED EASEMENT AREA:

0.89 AC / 38,627 SF

PROPOSED DISTURBED AREA:

0.99 AC / 43,191 SF

PROPOSED EASEMENT LAND USE:

TELECOMMUNICATIONS
SUPPORT STRUCTURE (UTILITY)

020'40'

GRAPHIC SCALE: 1" = 20'

ISSUE FOR BID

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MCI1.12
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MICHAEL MCINTIRE
LICENSED
Professional Engineer
08/19/2025
KANSAS

REGISTRATION

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1	08/19/2025	Site Plan Comments
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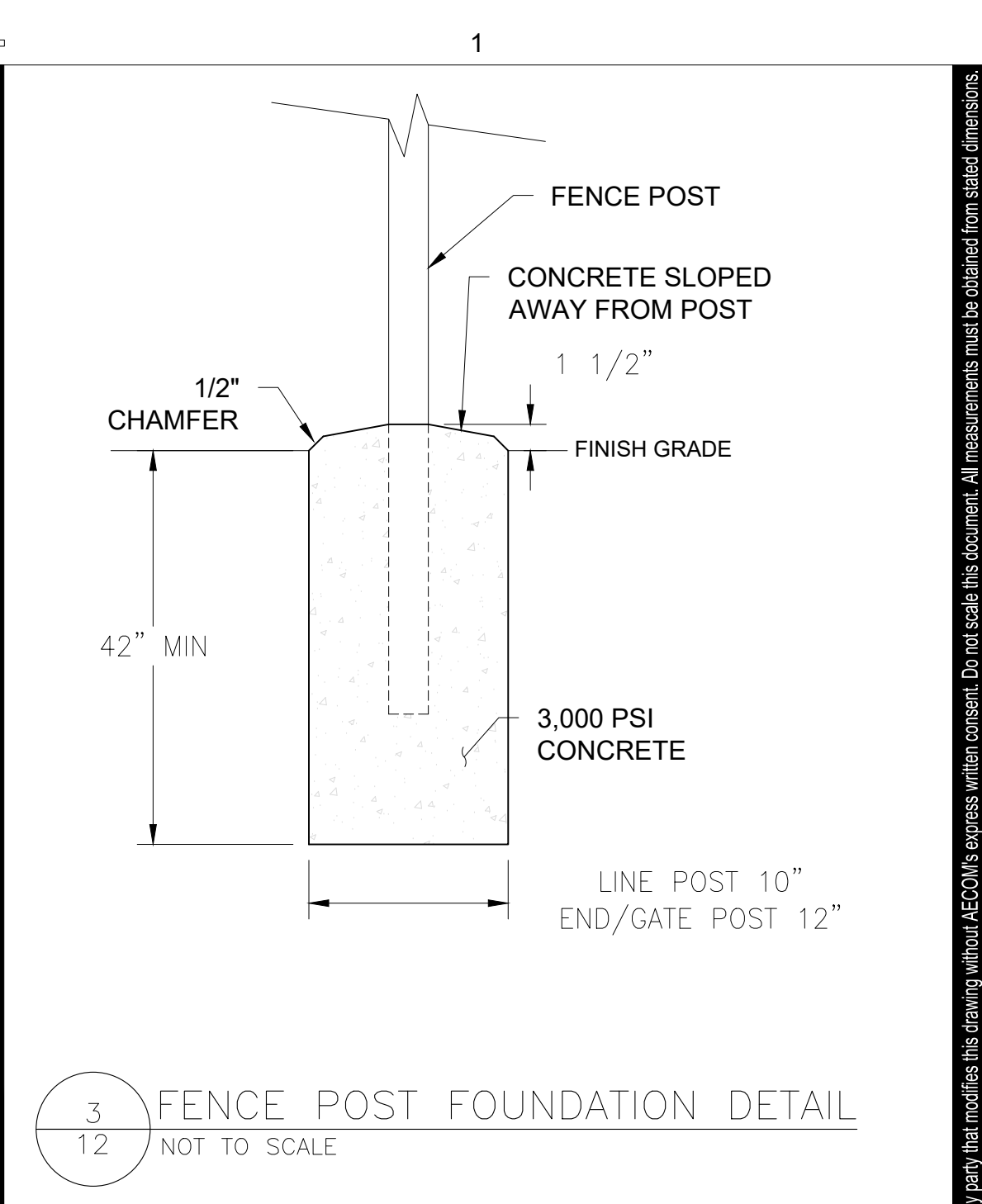
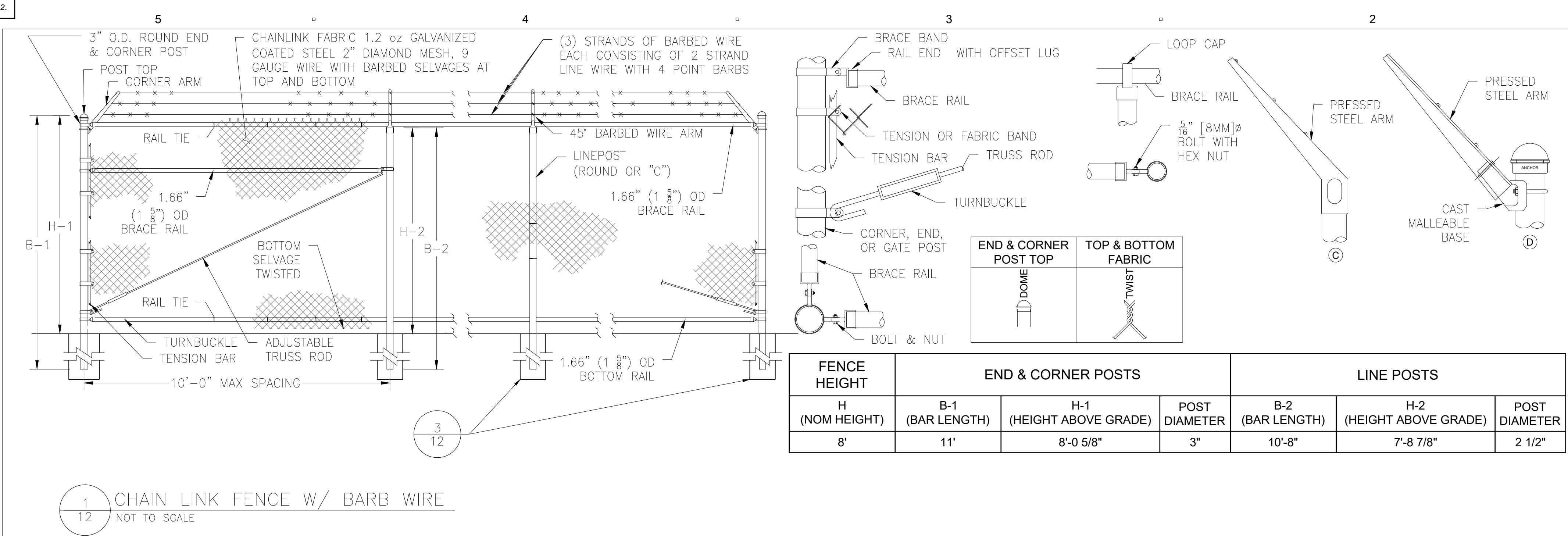
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SHEET TITLE

SITE PLAN

SHEET NUMBER

10



PROJECT

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LANSING, KS

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ISSUE/REVISION		
1	08/19/2025	Site Plan Comments
I/R	DATE	DESCRIPTION

PROJECT NUMBER

60645418

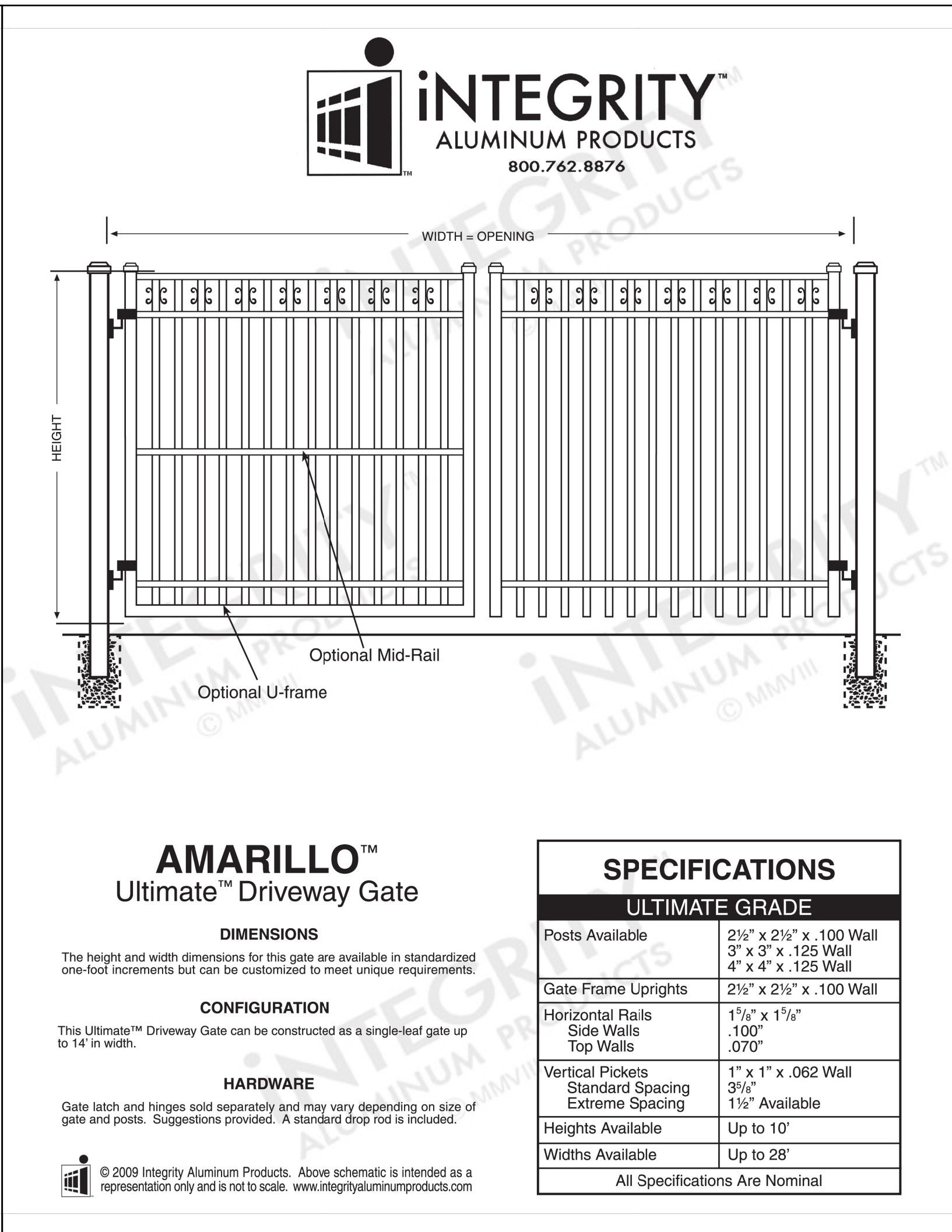
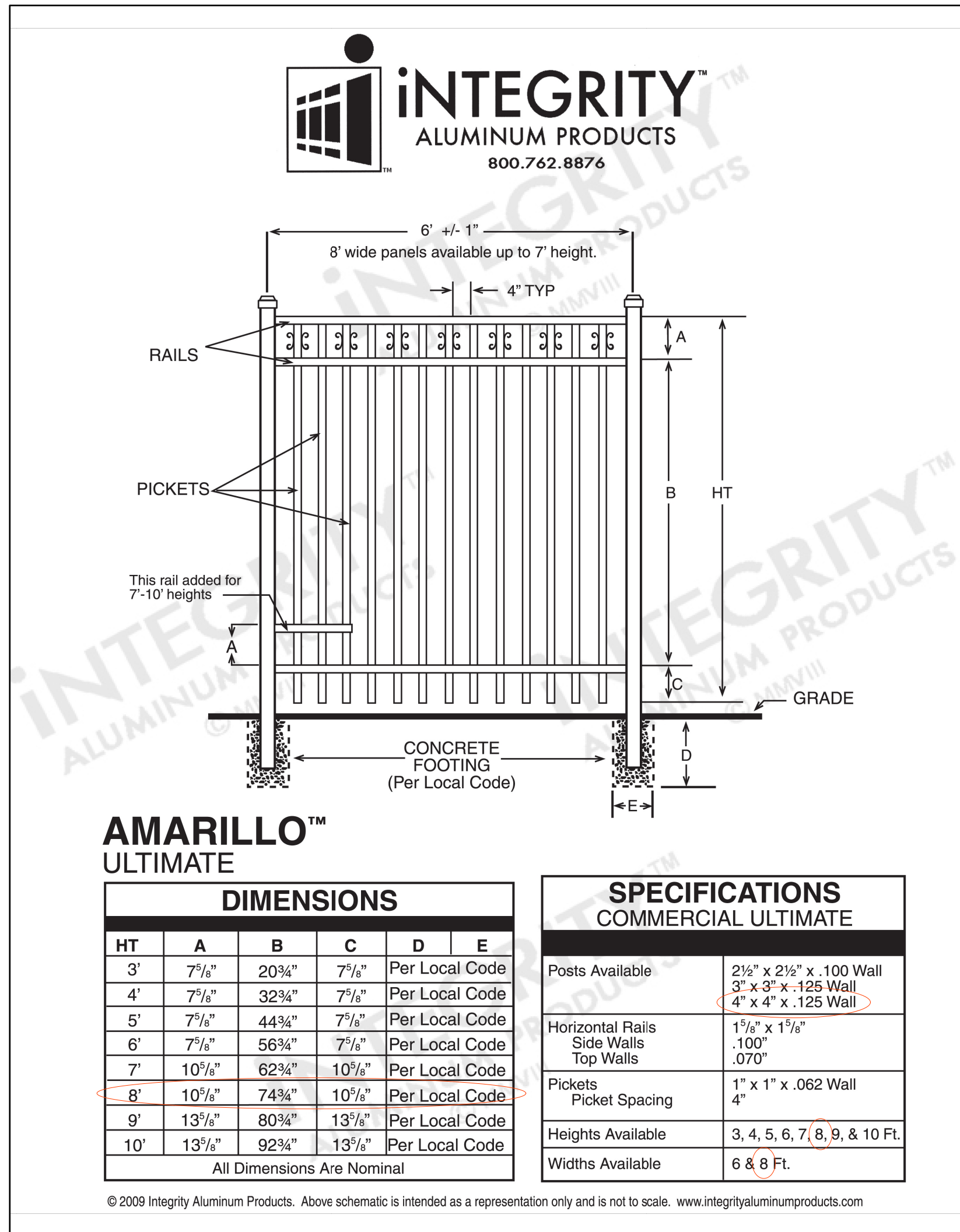
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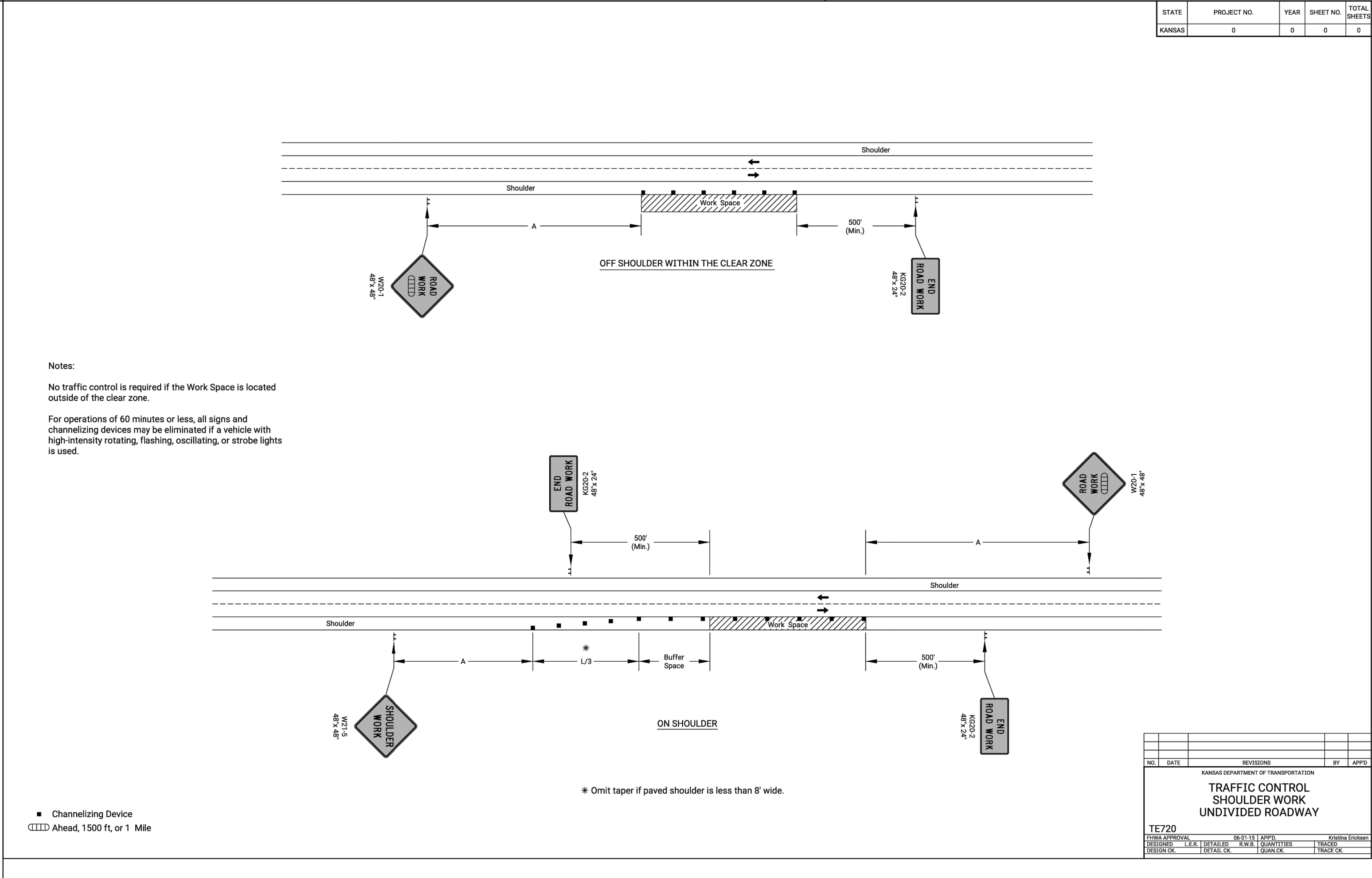
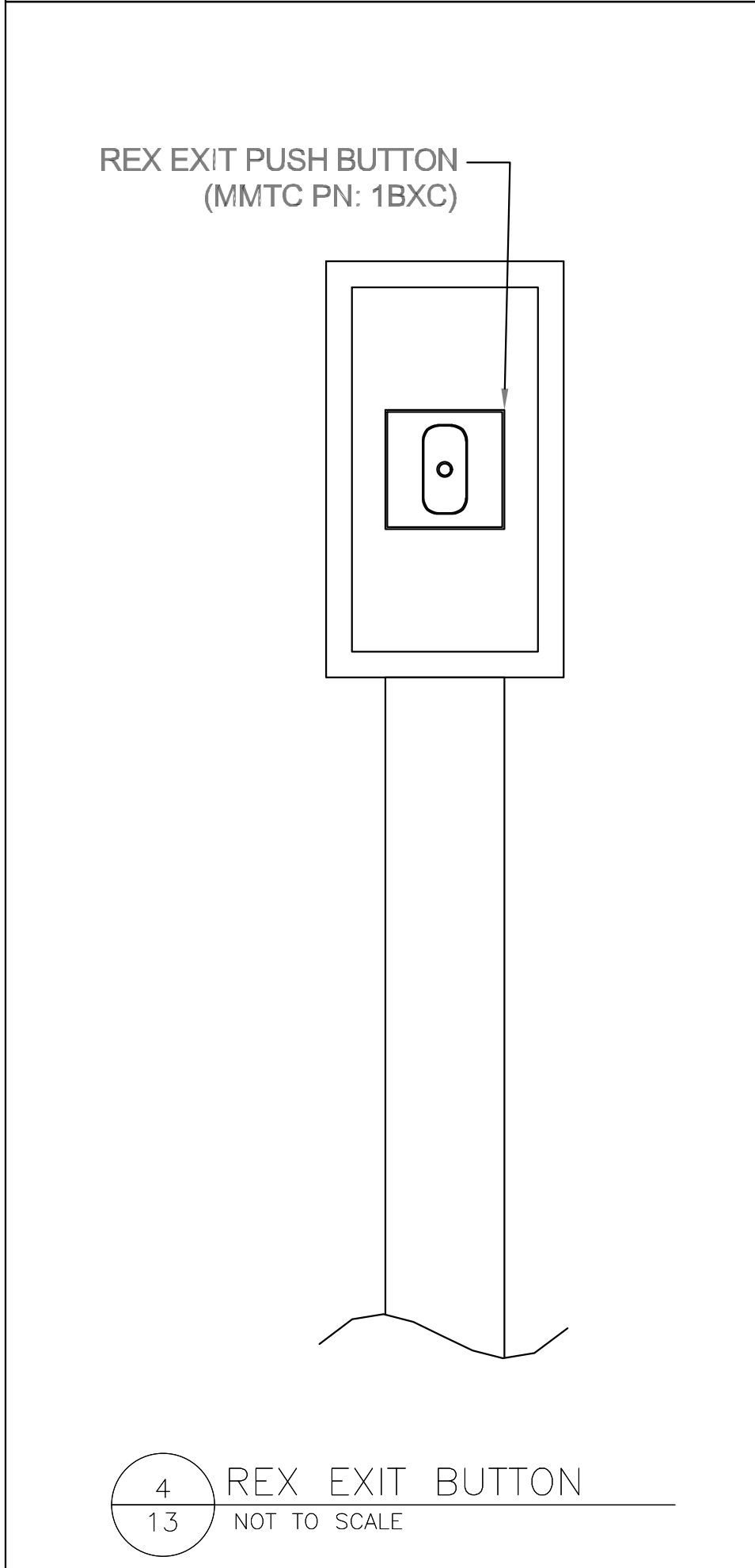
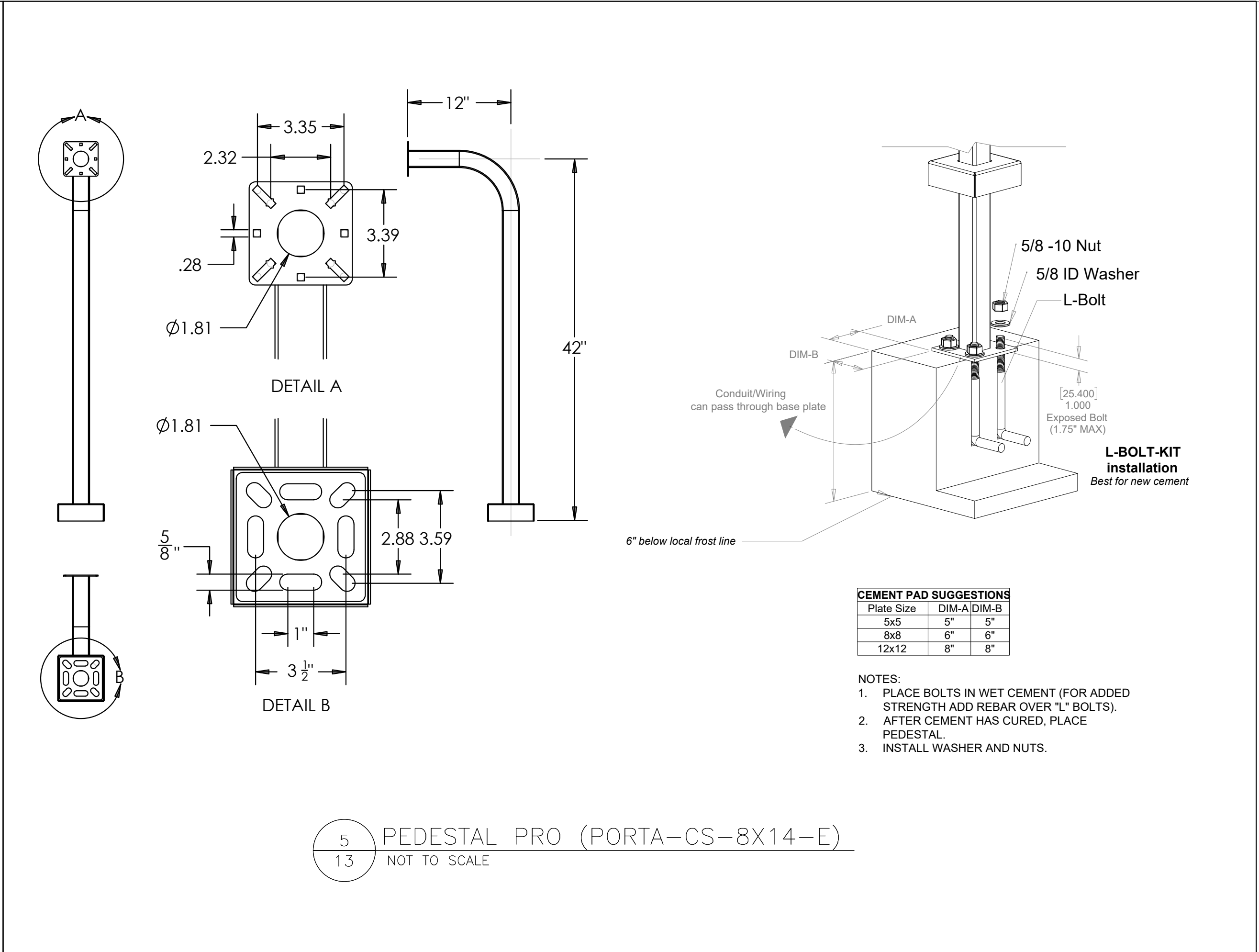
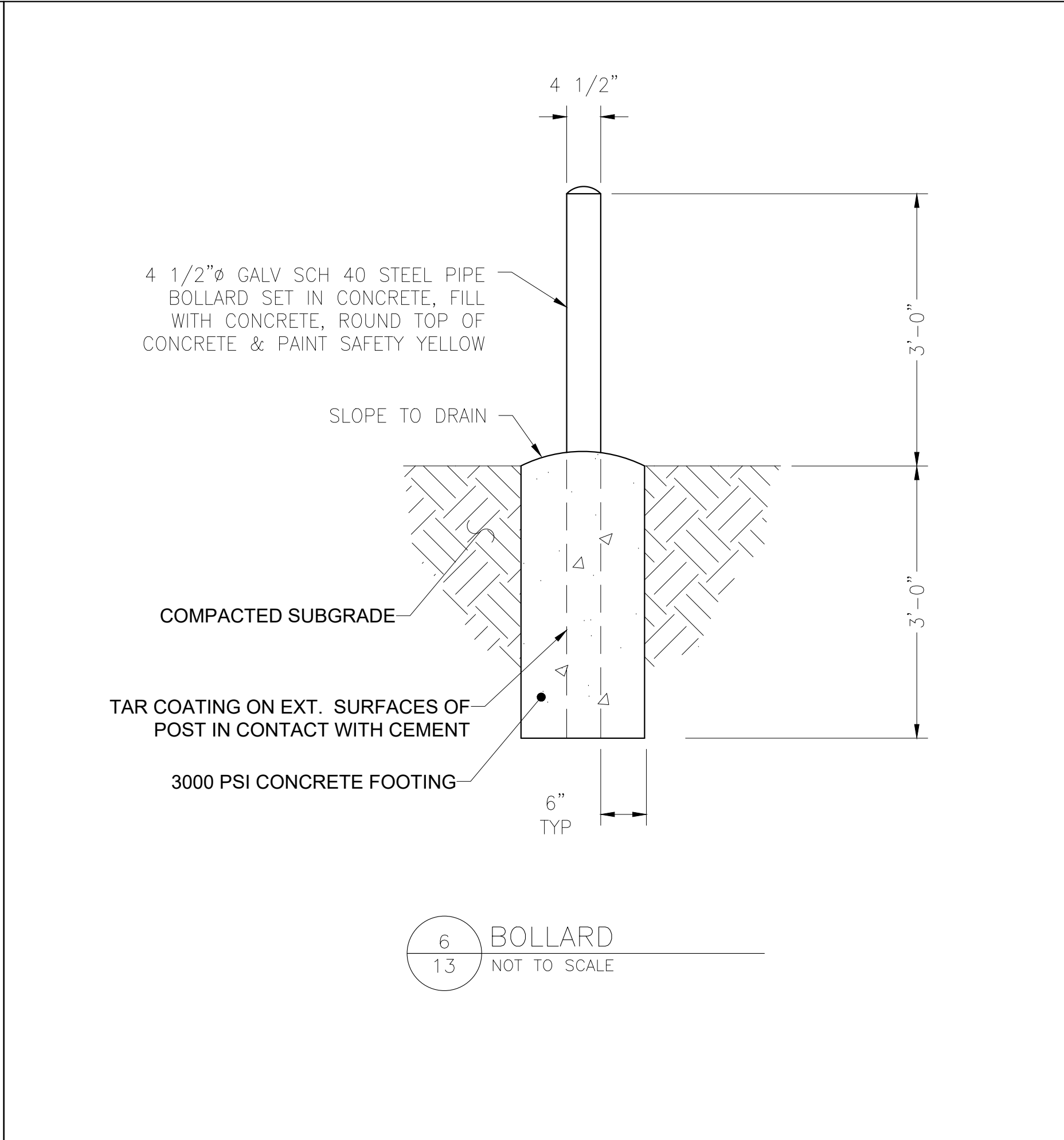
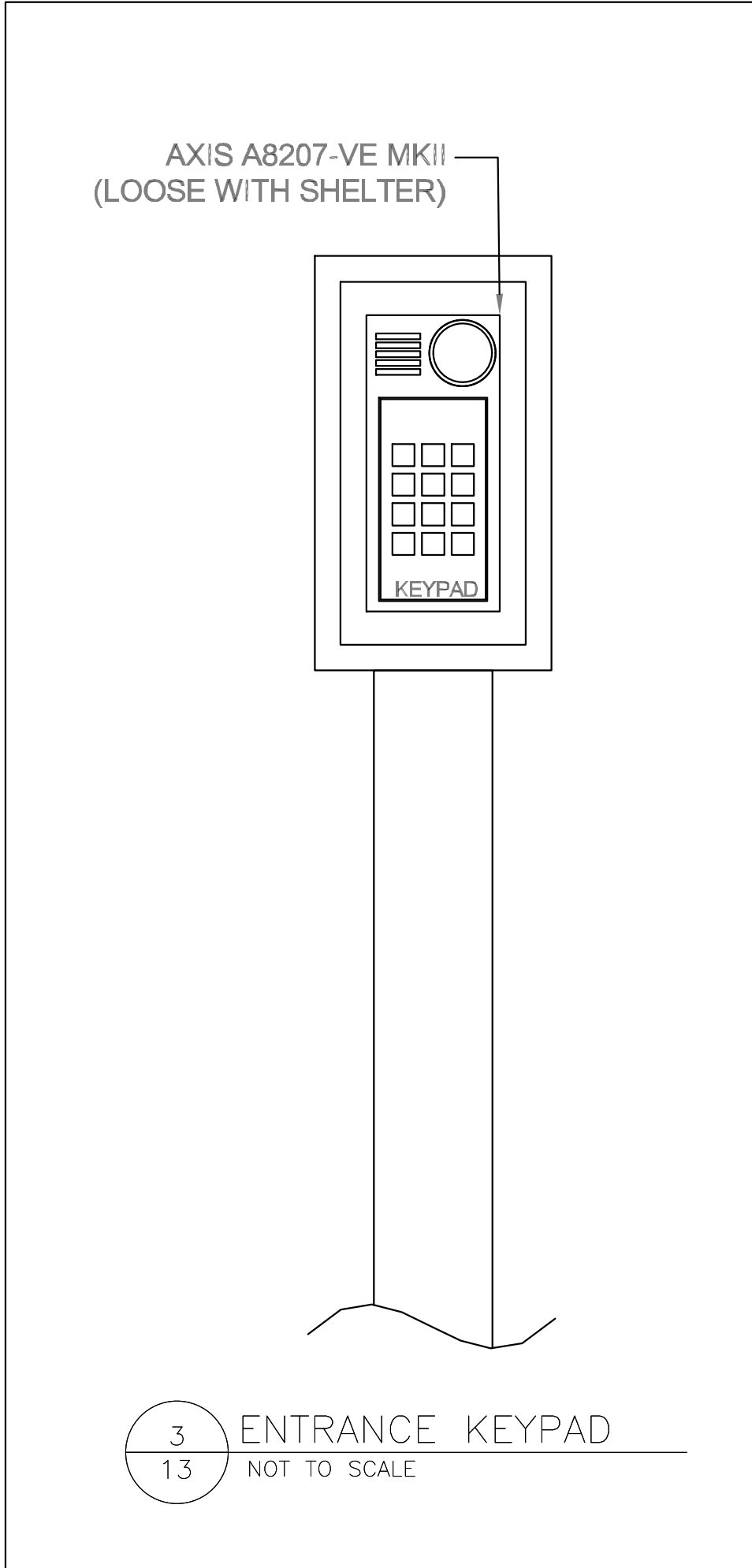
SITE DETAILS-1

SHEET NUMBER

12

ISSUE FOR BID
DATE OF ISSUE: 08/19/2025





PROJECT

MMI - ILA SHELTER
MCI1.12
LANSING, KS

PARCEL ID: 052-107-25-0-00-00-175
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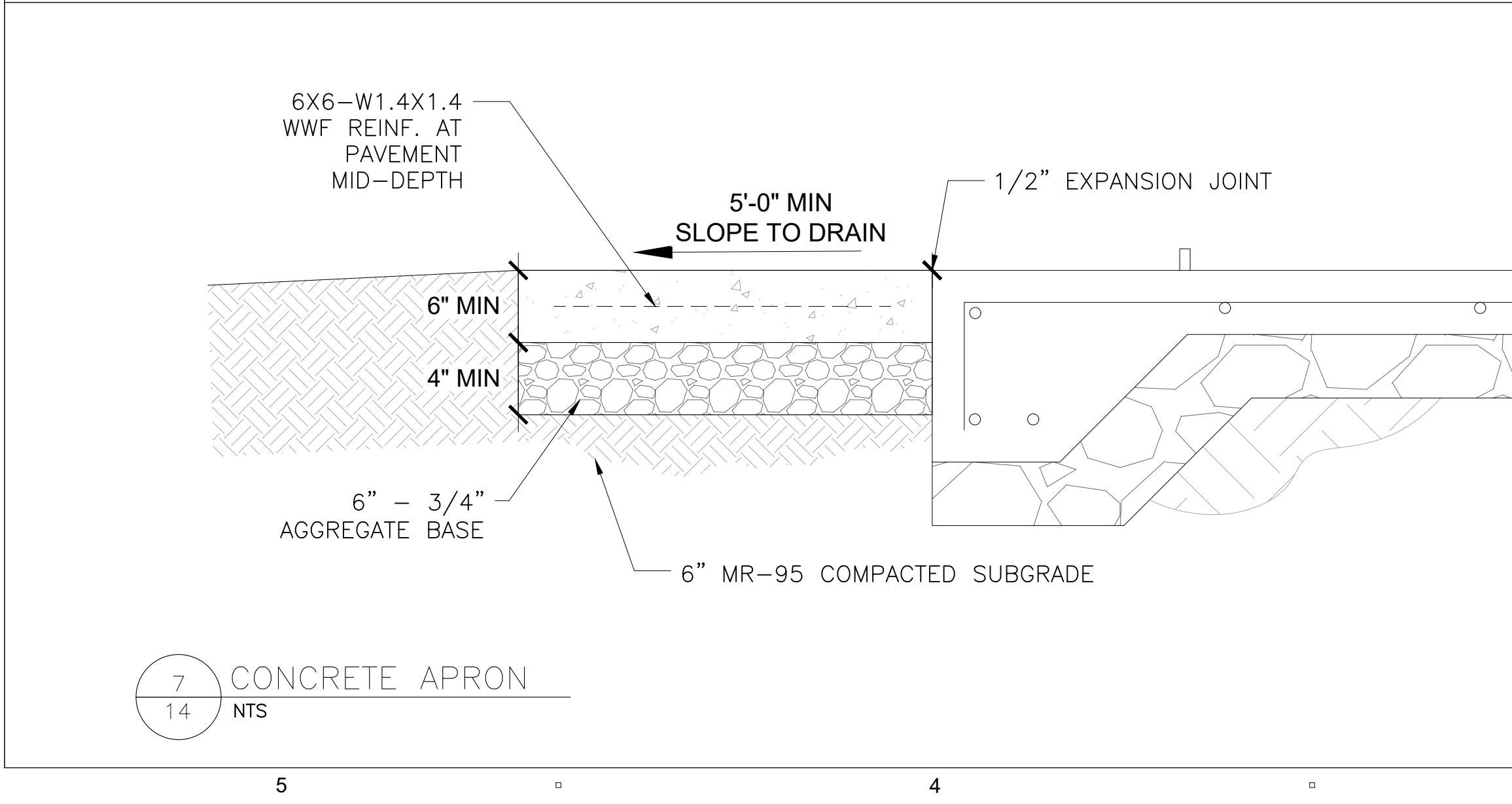
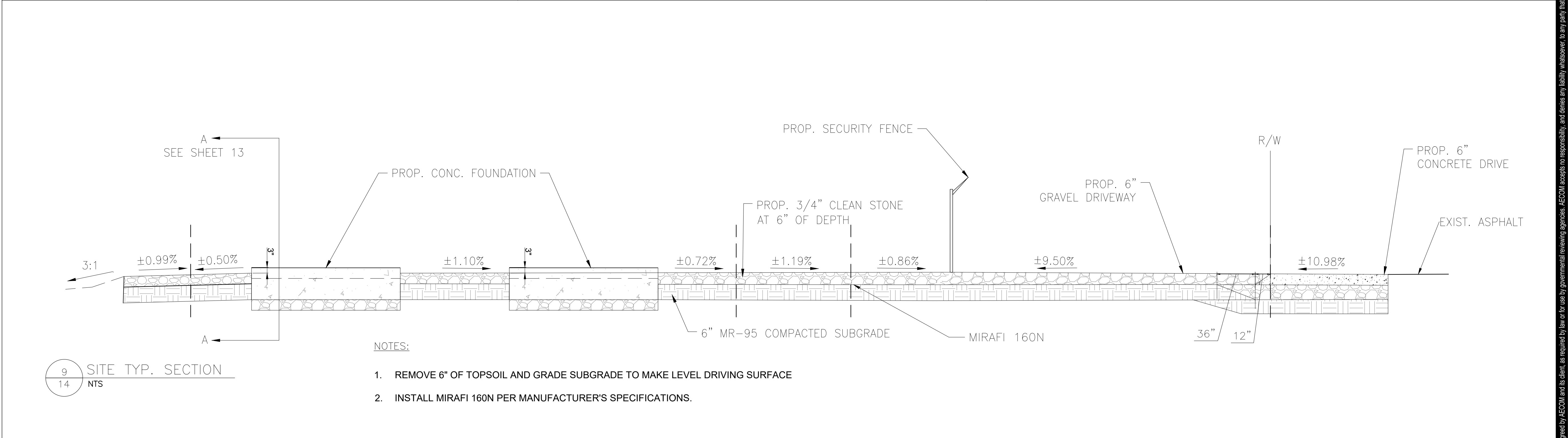
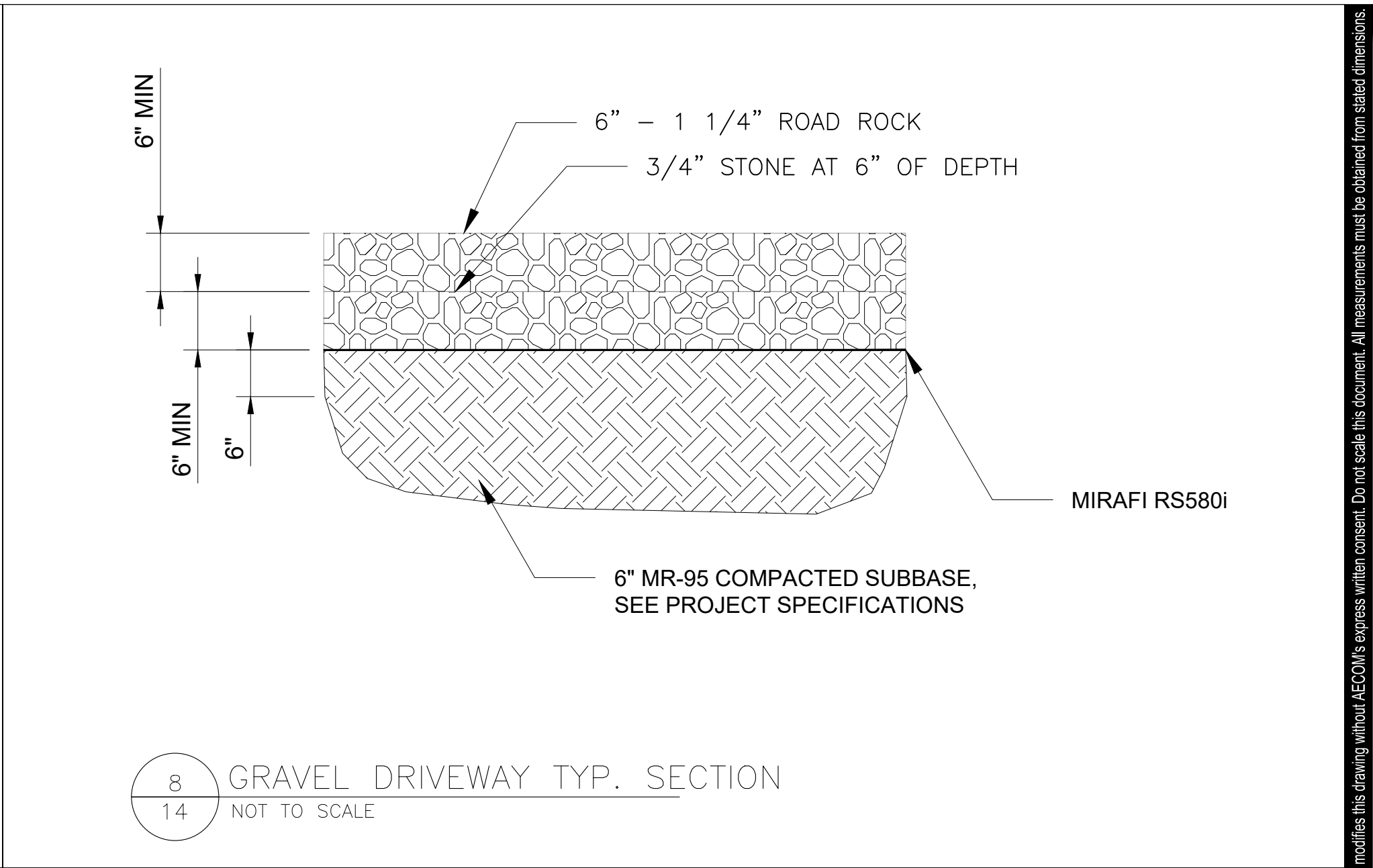
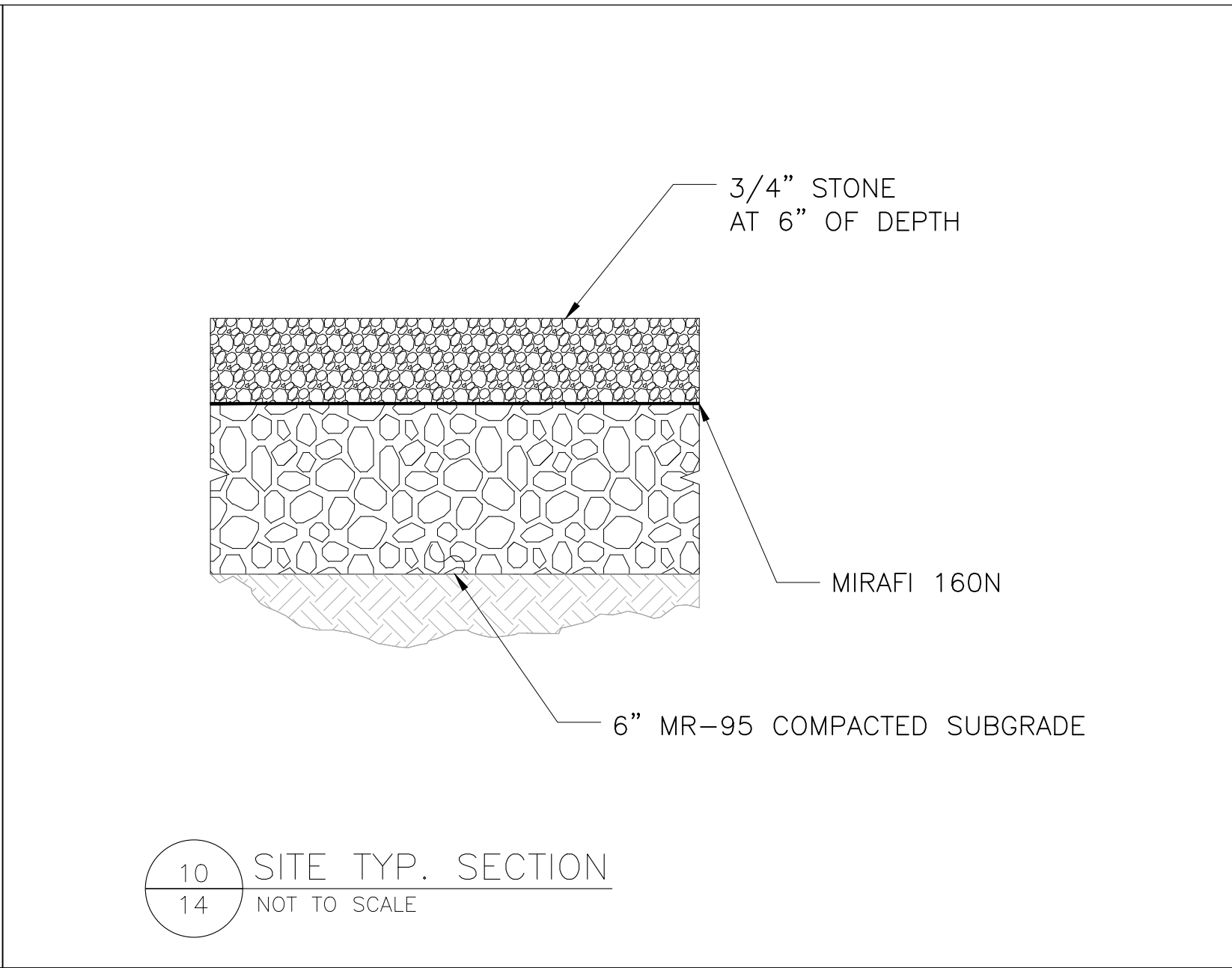
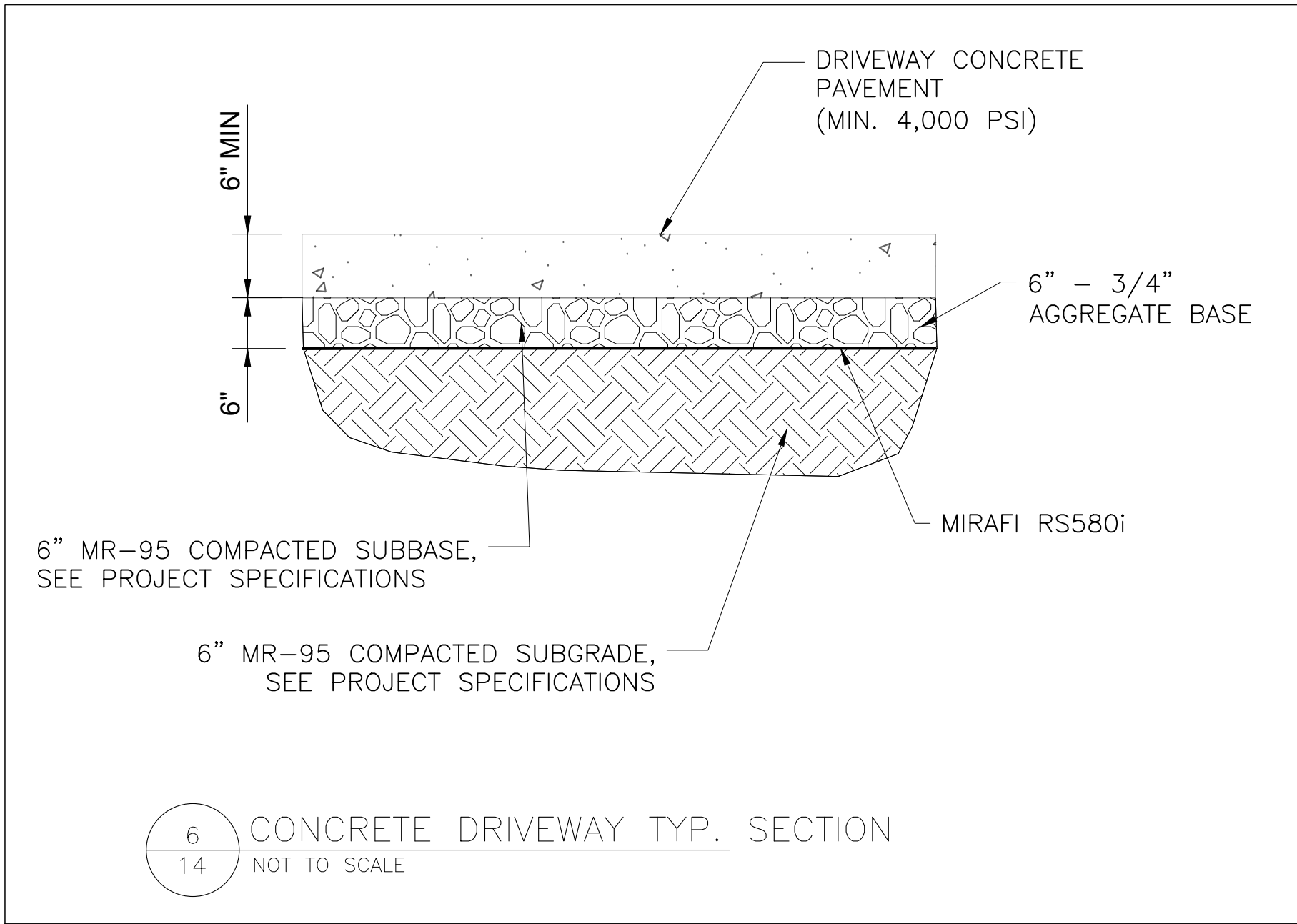
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SHEET TITLE

SITE DETAILS-2

SHEET NUMBER

13



ISSUE FOR BID
DATE OF ISSUE: 07/21/2025



PROJECT

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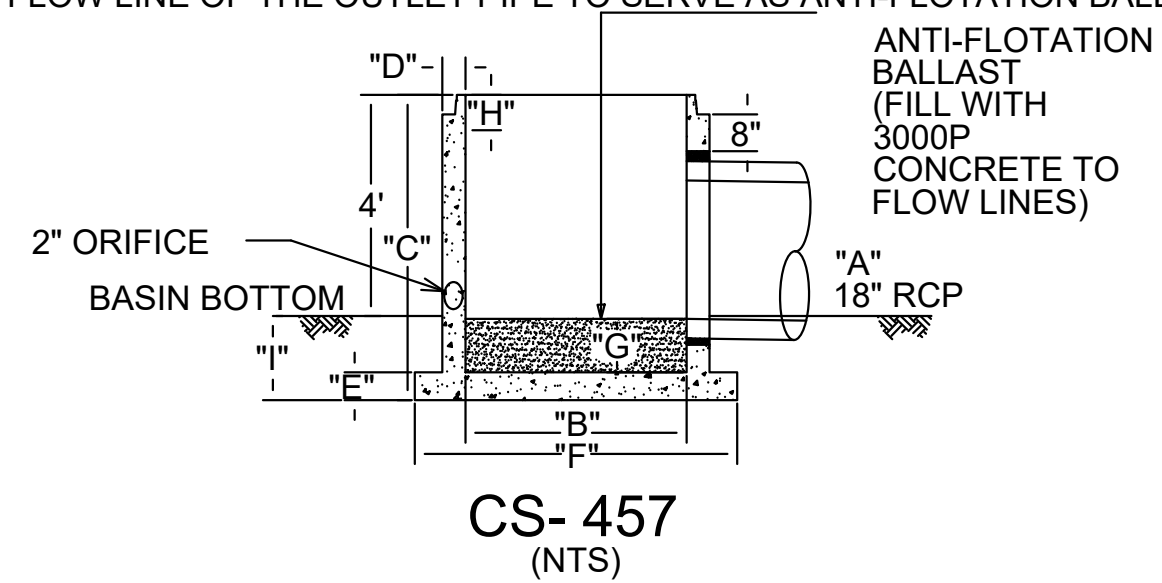
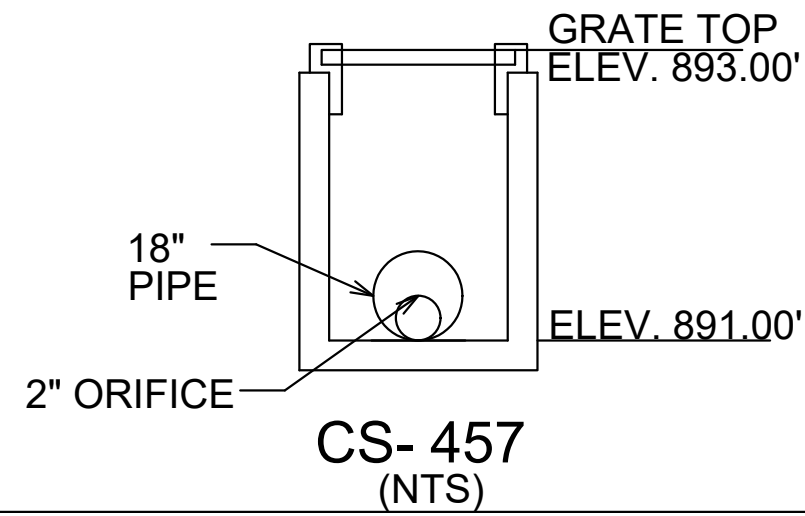
60645418

SHEET TITLE

SITE DETAILS-3

SHEET NUMBER

14



OUTLET PIPE DIAMETER (A) INCHES	RISER DIAMETER (B) FT	RISER HEIGHT (C) INCHES	WALL THICKNESS (D) INCHES MIN.	BASE THICKNESS (E) INCHES MIN.	BASE DIAMETER (F) INCHES MIN.	ANTI FLOAT BALLAST (G) IN	TOP JOINT (H) INCHES	RISER RECESS (I) INCHES
18	2	30	5	6	70	12	4	18

PROJECT

MMI - ILA SHELTER
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SHEET TITLE

SITE DETAILS-4

SHEET NUMBER

15

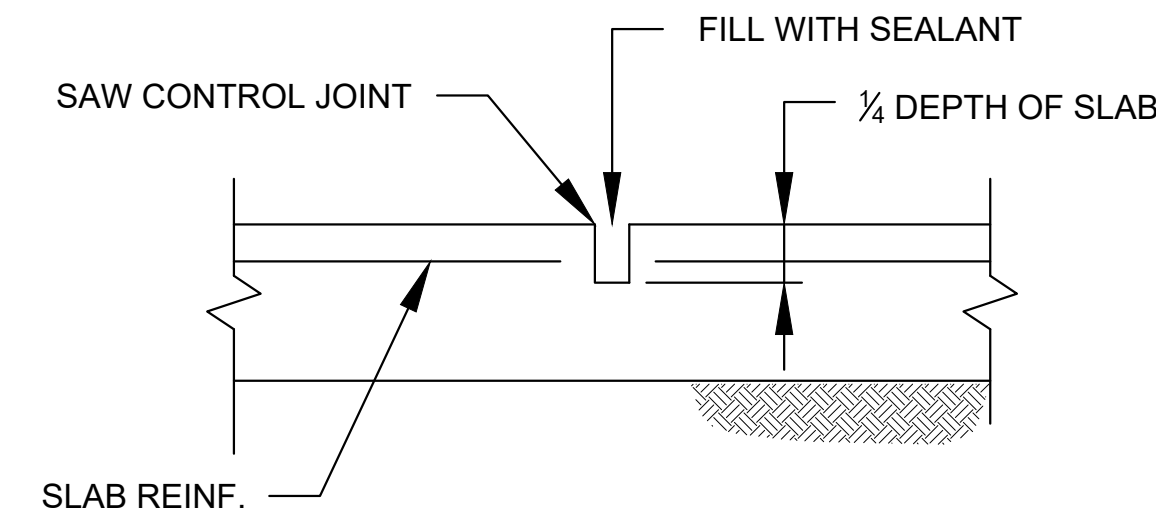
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DESIGN CRITERIA:

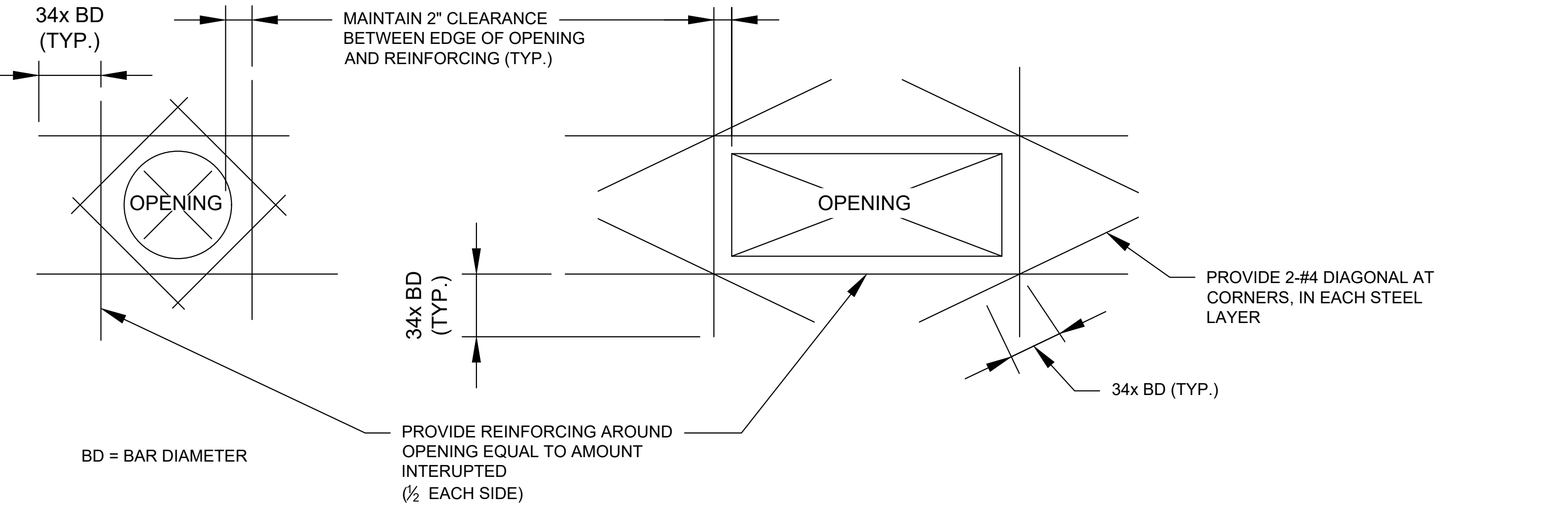
1. LOADS USED IN THE DESIGN OF THE FOUNDATION SLAB ARE AS FOLLOWS:
2. UNIFORM LIVE LOADS FOR SLAB ON GRADE - 150 PSF
3. SNOW LOAD, WIND LOADS, AND SEISMIC LOADS FOR PREFABRICATED BUILDING DESIGN SHALL BE PROVIDED BY PRE-FABRICATED BUILDING MANUFACTURER AS SITE CLASS, DESIGN CATERGORY, ETC. ARE BASED ON SPECIFIC SITE LOCATION.

FOUNDATION NOTES:

1. THE ENTIRE STRUCTURE SHALL BE FOUNDED ON COMPACTED STRUCTURAL FILL OR UNDISTURBED SOIL WITH A DESIGN BEARING PRESSURE OF 1,500 PSF.
2. PRIOR TO PLACING FOUNDATION CONCRETE, ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY A GEOTECHNICAL ENGINEER TO VERIFY THE DESIGN BEARING PRESSURE AND THAT SETTLEMENTS ARE WITHIN GENERALLY ACCEPTED TOLERABLE LIMITS. THE GEOTECHNICAL ENGINEER WILL PROVIDE DIRECTION FOR CORRECTIVE ACTION WHERE NEEDED.
3. DO NOT INSTALL FOUNDATION WORK UNTIL IT HAS BEEN COORDINATED WITH ADJACENT UNDERGROUND UTILITIES, ETC.
4. NO FOUNDATION CONCRETE SHALL BE POURED INTO OR AGAINST SUBGRADE CONTAINING FREE WATER, FROST, ICE OR LOOSE MATERIAL.



SLAB (ELEVATION) SAW JOINT



NOTE:

ALL OPENINGS IN SLAB REQUIRE ADDITIONAL REINFORCING EXCEPT WHERE OPENING SIZE OR LOCATION IS SUCH THAT REINFORCING STEEL IS NOT INTERRUPTED. CONDUITS, SMALL PIPES AND OTHER SMALL SLEEVES THAT DO NOT REQUIRE PRECISE LCOATION SHALL BE SHIFTED SLIGHTLY TO CLEAR REINFORCING, WHERE OPENINGS ARE LARGER THAN THE SPACING BETWEEN THE BARS AND ARE SUCH THAT THE REINFORCING CANNOT BE SHIFTED TO CLEAR, THEN THIS DETAIL SHALL APPLY.

TYPICAL CONCRETE SLAB OPENING DETAIL

CAST-IN-PLACE CONCRETE:

1. CAST-IN-PLACE CONCRETE SHALL COMPLY WITH THE AMERICAN CONCRETE INSTITUTE STANDARD (ACI 318), BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, LATEST EDITION, AND THE SPECIFICATIONS FOR STRUCTURE CONCRETE FOR BUILDINGS (ACI 301), LATEST EDITION.
2. ALL CAST-IN-PLACE CONCRETE SHALL BE NORMAL WEIGHT AGGREGATE CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS:

A) SLAB ON GRADE - 3,000 PSI

B) CONCRETE OTHERWISE NOTED - 4,000 PSI

C) CONCRETE EXPOSED TO WEATHER SHALL BE ENTRAINED.
3. ALL REINFORCING STEEL SHALL BE AS FOLLOWS:

A) REINFORCING BARS - ASTM A615, GRADE 60

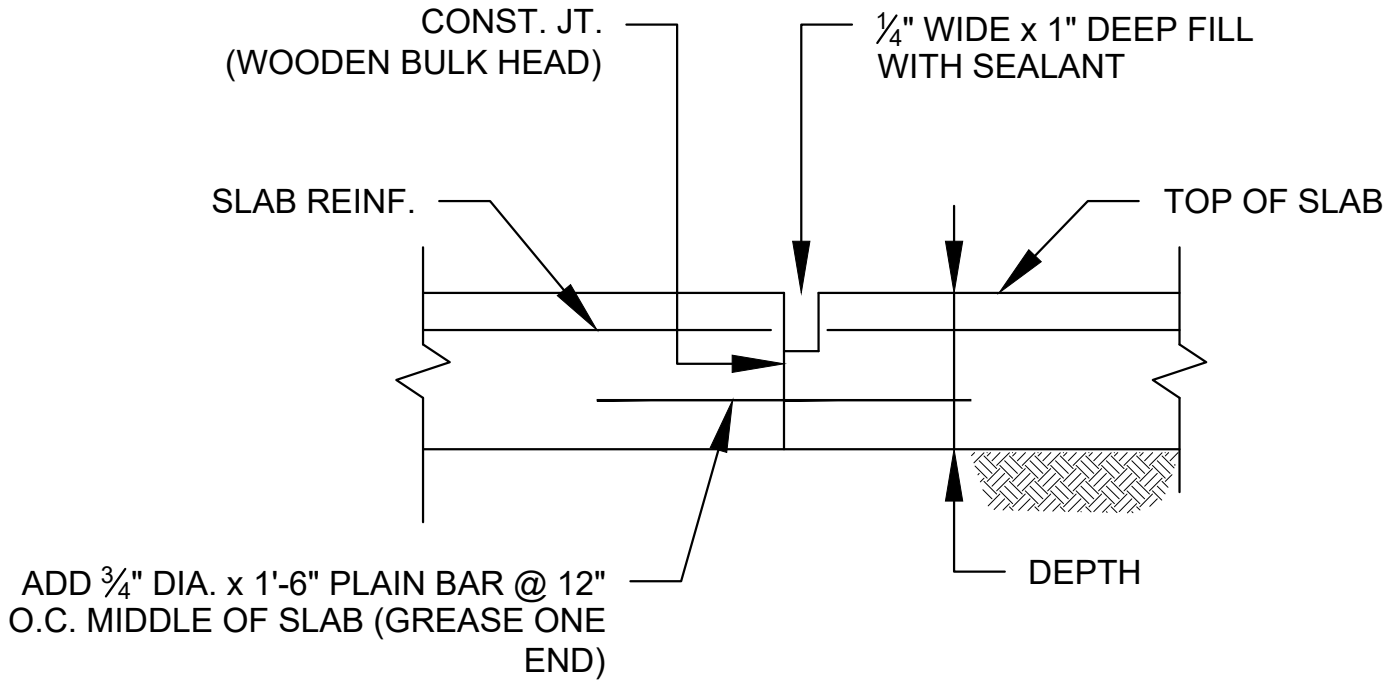
B) WELDED WIRE FABRIC - SMOOTH WIRE; ASTM A185 FLAT SHEET TYPE
4. WELDED WIRE FABRIC SHALL BE PROPERLY SUPPORTED PRIOR TO PLACING CONCRETE. HOOKING OF FABRIC IS NOT PERMITTED.
5. #4 BARS MARKED AS CONTINUOUS (CONT.) SHALL BE LAPPED 50 x BAR DIAMETER.
6. HOLD ALL REINFORCING STEEL SECURELY IN PLACE TO PREVENT DISLOCATIONS DURING THE POURING OPERATION, SUPPORT SLAB REINFORCING STEEL ON HIGH CHAIRS AND BAR SPACERS OF SUITABLE DESIGN, OR CONCRETE BLOCKS HAVING TEH SAME MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE SLAB.
7. DETAILING OF ALL CONCRETE REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI-315).
8. MINIMUM PROTECTION (CONCRETE COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

A) CONCRETE SURFACES CAST AGAINST SOIL: 3"

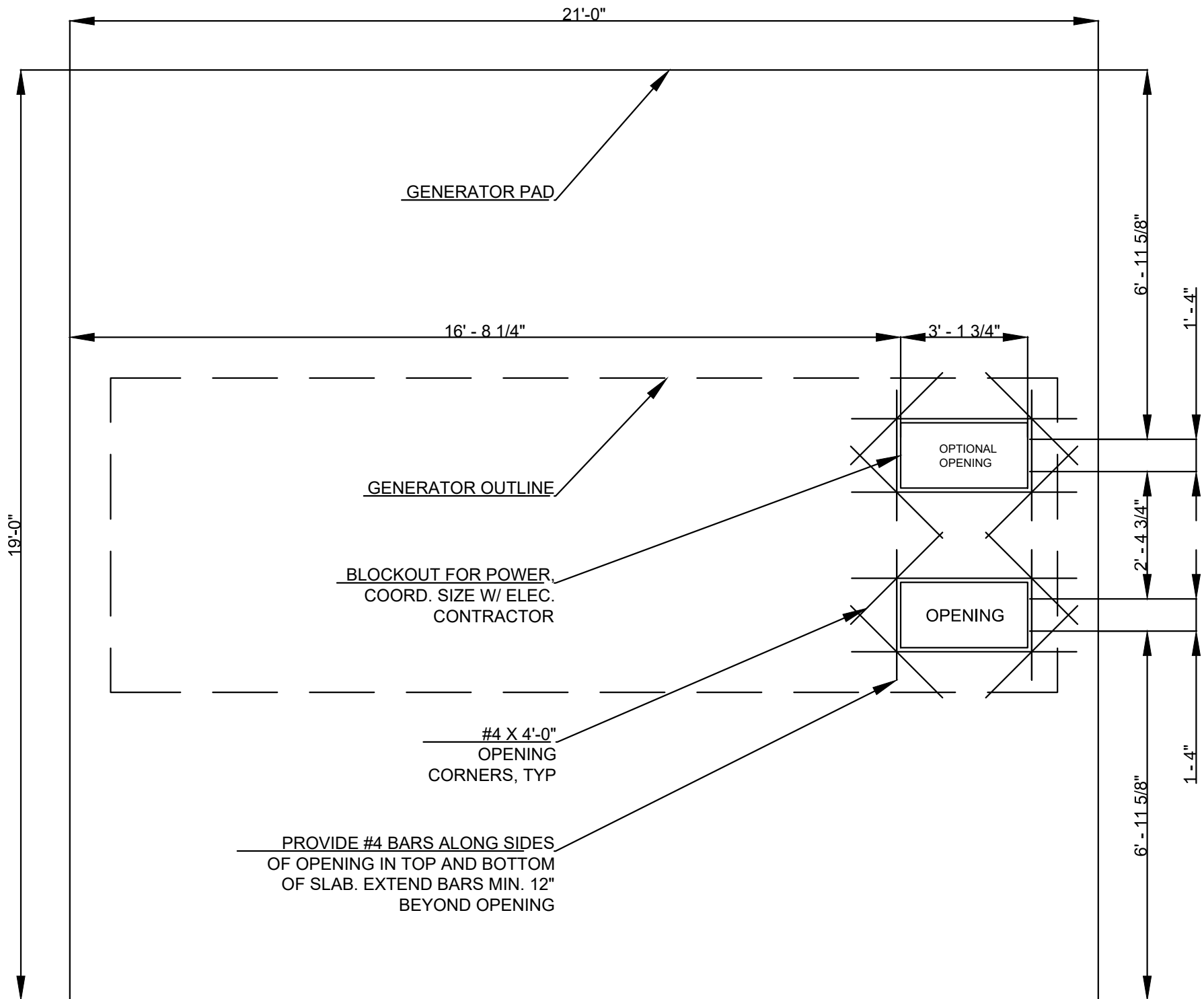
B) CONCRETE SURFACES EXPOSED TO EARTH OR WEATHER: 1 1/2"
9. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4" UNLESS OTHERWISE NOTED.
10. DIMENSIONS AND HEIGHTS OF CONCRETE SLABS TO BE COORDINATED BY CONTRACTOR AND VERIFIED WITH PRE-FABRICATED BUILDING MANUFACTURER REQUIREMENTS.

CONTROL AND CONSTRUCTION JOINTS

1. SAWCUT JOINTS AT CONTROL JOINTS SHALL BE MADE AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OUT OF THE AGGREGATE AND DAMAGE TO THE EDGES, BUT NO LATER THAN 12 HOURS AFTER THE FINISHING OF THE SLAB SURFACE HAS BEEN COMPLETED.
2. SAWCUT JOINTS SHALL BE MADE AT ALL CONSTRUCTION JOINTS. JOINTS MAY BE SAWCUT WHEN CONTROL JOINTS ARE SAWCUT OR AT ANY TIME PRIOR TO THE TIME THAT SEALANTS ARE TO BE INSTALLED IN THE CONSTRUCTION JOINT.
3. IMMEDIATELY AFTER SAWCUTTING, CLEAN THE JOINT AND SLAB SURFACE WITH A HIGH PRESSURE WATER BLASTER (1000 PSI MIN.). WATER BLASTING SHALL REMOVE ALL LAITANCE AND OTHER CONTAMINENTS FROM THE JOINT AND SLAB SURFACE.
4. SEALANT FOR JOINTS SHALL BE 2-PART SELF LEVELING SEMI-RIGID EPOXY TYPE. SEALANT SHALL BE LEVEL WITHIN 1/32" BELOW SURFACE. REMOVE ANY EXCESS SEALANT THAT IS ABOVE THE FINISH FLOOR SURFACE ON EITHER SIDE OF THE JOINT. MAINTAIN A UNIFORM THICKNESS THE FULL LENGTH OF ALL JOINTS.



SLAB (ELEVATION) CONSTRUCTION JOINT



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MCI1.12
LANSING, KS

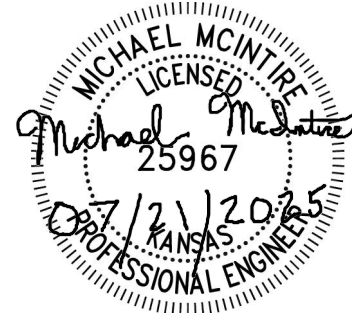
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SHEET TITLE

STRUCTURAL DETAILS-1

SHEET NUMBER

16

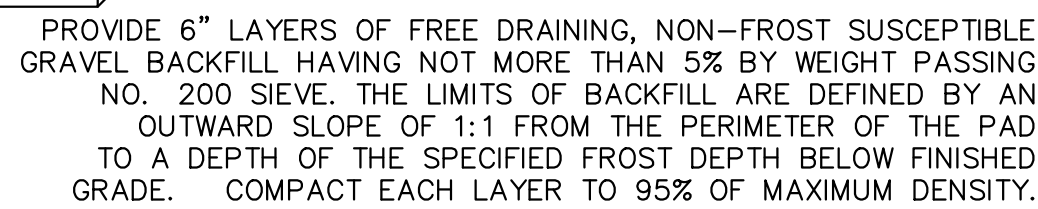
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- ## NOTES:
1. WELDED WIRE FABRIC OR OPTIONAL REINFORCING BAR MAY BE USED AS AVAILABLE. SEE CHART FOR SIZE, GRADE, AND SPACING OF REBAR.
 2. BOTTOM OF FOOTING TO BE 24" MIN. OR 6" BELOW LOCAL FROST LINE, OR TO 2000 PSF SOIL BEARING CAPACITY, WHICHEVER IS GREATER.
 3. USE OF THIS DESIGN REQUIRES VERIFICATION OF SOIL BEARING CAPACITY.
 4. SLAB TOLERANCE IS $\pm\frac{1}{2}$ "
 5. SLOPE GRADE AWAY FROM FOUNDATION.
 6. WWF IS 60 KSI MINIMUM.
 7. OVERLAP SPLICES ARE ALLOWED FOR REINFORCING BAR, USE 21" MINIMUM LAP.
 8. ALL REQUIRED TIE DOWN PLATES, SHIMS, BOLTS, AND ANCHORS SHALL BE PLACED INSIDE SHELTER PRIOR TO SHIPMENT FROM MANUFACTURER.
 9. CONCRETE STRENGTH: $F_c = 3000$ PSI @ 28 DAYS.
 10. USE SHIMS AS REQUIRED TO ASSURE SHELTER IS BEARING AT PERIMETER. SEAL PERIMETER W/CAULK OR GROUT AS DESIRED.
 11. REBAR TO BE GROUNDED W/SOLID COPPER WIRE, #4 MIN. ONE LOCATION MIN, DEFAULT TO BE AT ELECTRICAL SERVICE ENTRY LOCATION. QTY, SIZE, & LOCATION(S) MAY VARY AS SPECIFIED BY CUSTOMER. PIGTAIL(S) TO BE MADE ACCESSIBLE FOR BONDING TO SERVICE GROUND.
 12. SLAB INSULATION ONLY TO BE INSTALLED BY SIT CONTRACTOR AS REQUIRED, EXTENDING FROM TOP OF SLAB TO BOTTOM OF FOOTING. INSULATING VALUE, ATTACHMENT METHOD, AND COVERING OBTAINED FROM LOCALITY'S ENERGY CODE.



OPTIONAL REINFORCING BAR		
SIZE	GRADE	LAT/LONG SPACING
#3	60	10" C/C
#4	60	18" C/C
#5	60	18" C/C

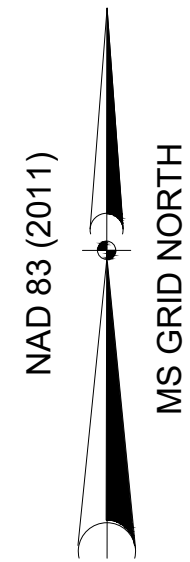
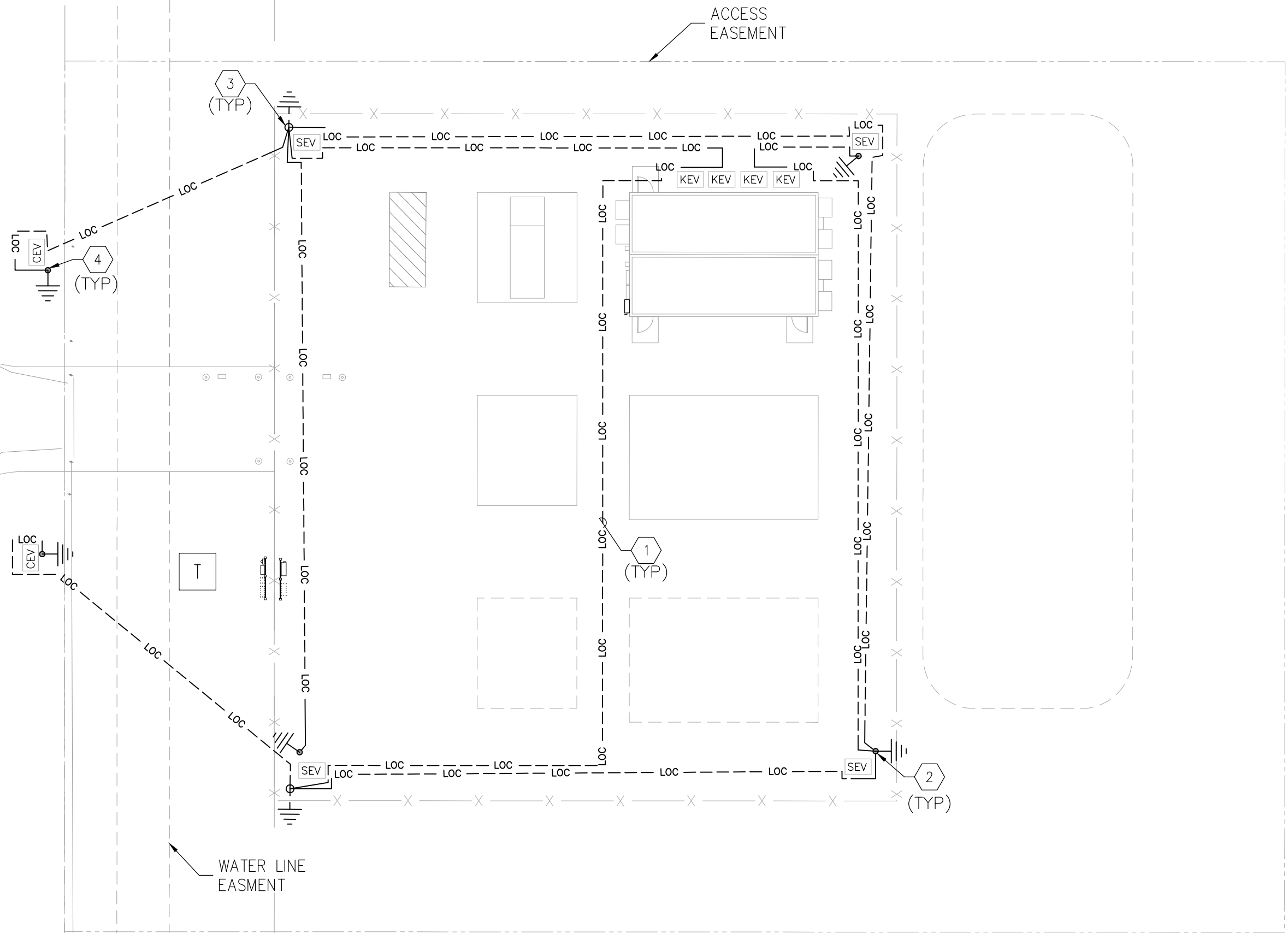
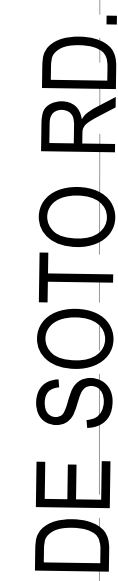


NOTE:
SEE GRADING PLAN FOR
PAD LOCATION AND
ELEVATION.



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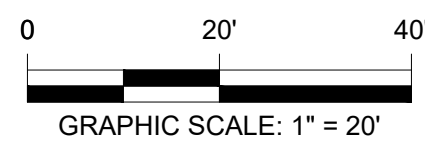


GENERAL NOTES

- A. REFER TO ELECTRICAL GENERAL NOTES, SYMBOLS LEGENDS, AND ABBREVIATIONS ON SHEET 18.
- B. REFER TO ELECTRICAL SPECIFICATIONS ON SHEET 22.
- C. REFER TO ELECTRICAL ONE-LINE DIAGRAM ON SHEET 23 FOR ADDITIONAL INFORMATION.
- D. THE GC SHALL PROVIDE ALL BACKFILL OF ELECTRICAL AND FIBER TRENCHES. ALL BACKFILL SHALL BE FREE OF PEAT, MARL, HIGHLY PLASTIC CLAY, OR OTHER UNSUITABLE MATERIALS SUCH AS TRASH, DEBRIS, BRUSH, OR ICE.
- E. ALL GROUND RODS SHALL BE COPPER-CLAD, 3/4" DIA X 10'-0" L.
- F. ALL GROUND RODS SHALL BE DRIVEN UNTIL THE TOP OF THE ROD IS AT A DEPTH OF 4'-0" BFG.
- G. TRACER WIRE SHALL BE #6 AWG, SOLID COPPER, 0.045MIL HIWPIE ORANGE INSULATION, BURIED AT 18" BFG.
- H. MARKER POLES, WITH ORANGE FIBER OPTIC CABLE WARNING DOME, AND BAND MARKINGS AS REQUIRED FOR ROUTE MARKER (GENERAL), INTERMEDIATE SLACK VAULT (ISV), INTERCONNECT ENTRY VAULT (IEV), OR NETWORK SPLICE VAULT (NSV) WITH LOCATE TEST STATION MARKER POLE. POLES ARE 72" LONG, AND BURIED TO 24" BFG.
- I. PROVIDE MARKER POLES WITH BLACK BAND MARKINGS AS FOLLOWS: GENERAL - NO BANDS, ISV - 1 BAND, IEV - 2 BANDS, NSV - 3 BANDS. ADDITIONAL MARKING IDENTIFICATION MARKINGS SHALL BE COORDINATED WITH MMI MIDWEST LLC DOC# L.A.DR.C01.020200825.

KEYNOTES

1. TRACER WIRE, REFER TO GENERAL NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.
2. GROUND ROD, REFER TO GENERAL NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.
3. FIBER OPTIC MARKER POLE FOR TRACER CABLE. REFER TO GENERAL NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.
4. FIBER OPTIC MARKER POLE WITH LOCATE TEST STATION. REFER TO GENERAL NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.



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PROJECT

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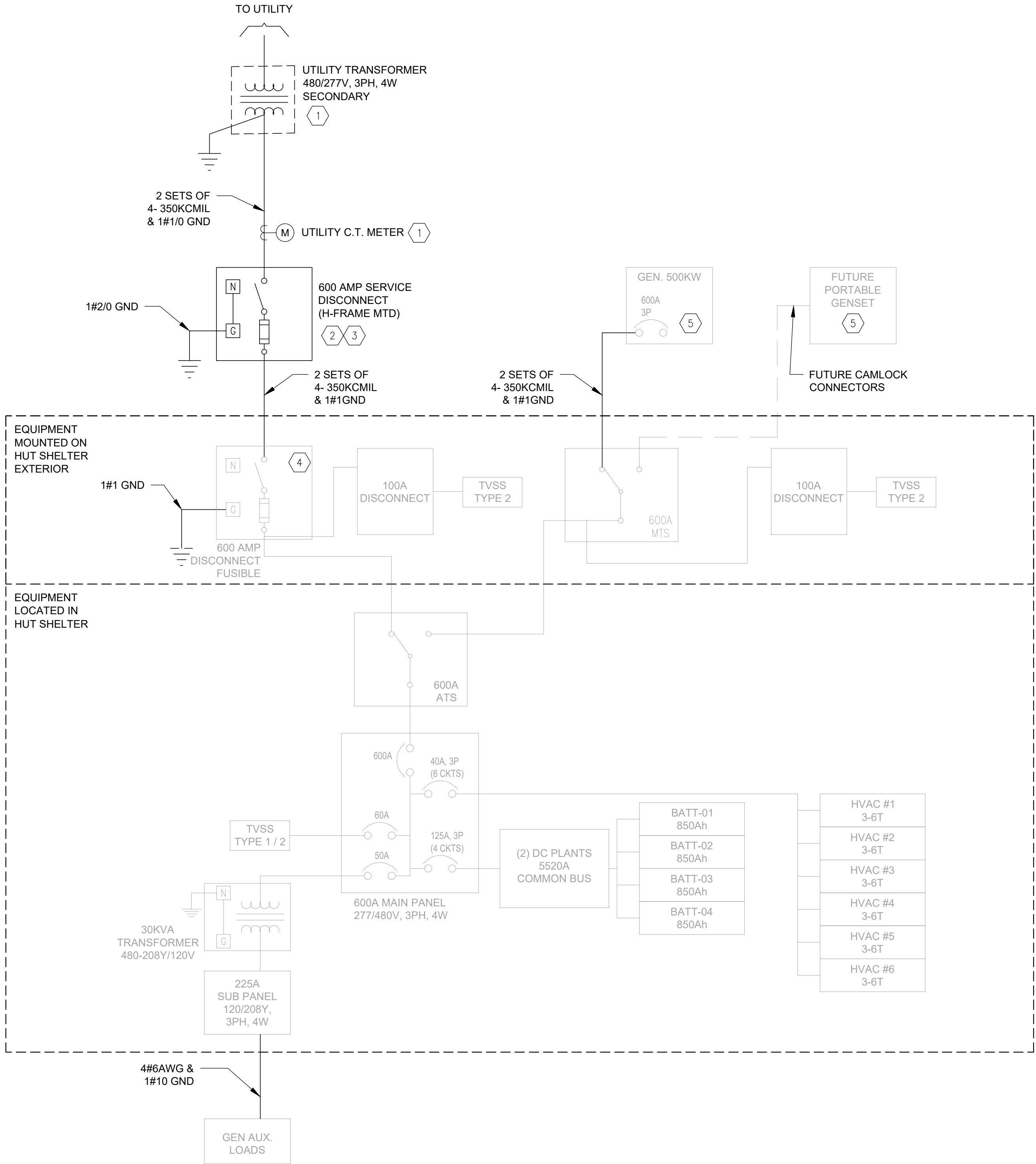
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ELECTRICAL SITE CONDUIT TRACING PLAN

SHEET NUMBER

21

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1 ELECTRICAL ONE-LINE DIAGRAM
SCALE: NONE

- GENERAL NOTES**
- A. REFER TO ELECTRICAL GENERAL NOTES, SYMBOLS LEGENDS, AND ABBREVIATIONS ON SHEET 18.
 - B. REFER TO ELECTRICAL SITE PLAN ON SHEET 19 FOR EQUIPMENT LAYOUT AND CONDUIT SIZES.
 - C. REFER TO ELECTRICAL SPECIFICATIONS ON SHEET 22.
 - D. BLACK (DARK) LINES INDICATE CONTRACTOR PROVIDED EQUIPMENT.
 - E. LIGHT (HALFTONE) LINES INDICATE OWNER FURNISHED EQUIPMENT.
 - F. ELEMENTS WITHIN THE DASHED OUTLINE SHOULD BE PROVIDED WITH THE HUT SHELTER SHIPMENT AND ARE SHOWN FOR REFERENCE ONLY. THESE ELEMENTS ARE INSTALLED INSIDE OR ON THE HUT SHELTER, SHOWN WITHIN THE DASHED OUTLINE FOR GROUPING CLARITY PURPOSES ONLY. REFER TO THE META - VEGA DRAWING PACKAGE FOR CONDUIT SIZES, CONDUCTOR SIZES, PANEL SCHEDULES AND ADDITIONAL INFORMATION.
 - G. THE HUT SHELTER ELECTRICAL SYSTEM IS RATED AT 65,000 A.I.C. IF HIGHER RATINGS ARE REQUIRED IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO MEET SUCH REQUIREMENTS.
 - H. CONTRACTOR SHALL PROVIDE ARC FLASH STUDY AND POST INCIDENT ENERGY ON ALL EQUIPMENT REQUIRED BY NFPA 70E.
 - I. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARRELL CONNECTIONS.
 - J. ALL CONDUCTORS SHALL BE COPPER.
 - K. THE GENERATOR SYSTEMS SHOWN ARE FOR REFERENCE ONLY. REFER TO THE META - VEGA DRAWING PACKAGE FOR GENERATOR ADDITIONAL INFORMATION AND REQUIREMENTS.

- KEYNOTES**
- 1. CONTRACTOR SHALL COORDINATE WITH THE UTILITY CO. FOR TRANSFORMER CONNECTION AND METER / CT CABINET REQUIREMENTS AND DELINEATION OF WORK. REFER TO GENERAL UTILITY CO. COORDINATION NOTES ON SHEET 18 AND ELECTRIC UTILITY METER NOTE ON SHEET 19 FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
 - 2. LABEL SERVICE ENTRANCE DISCONNECT WITH RED TAG.
 - 3. NEUTRAL-TO-GROUND BOND SHALL ONLY BE MADE IN THE H-FRAME SERVICE DISCONNECT.
 - 4. SERVICE RATED DISCONNECT SWITCH SHIPPED INSTALLED ON HUT SHELTER SHALL NOT BE USED FOR UTILITY SERVICE CONNECTION. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT NO NEUTRAL-TO-GROUND BOND IS TERMINATED IN THE DISCONNECT.
 - 5. NEUTRAL-TO-GROUND BOND SHALL NOT BE MADE AT THE GENERATOR MAIN CIRCUIT BREAKER DISCONNECTING MEANS.



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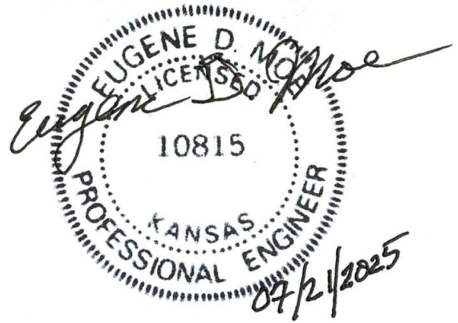
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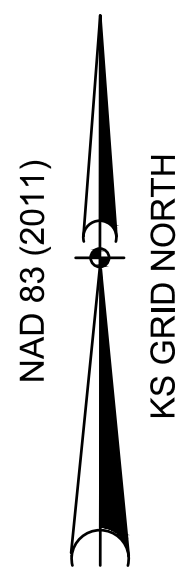
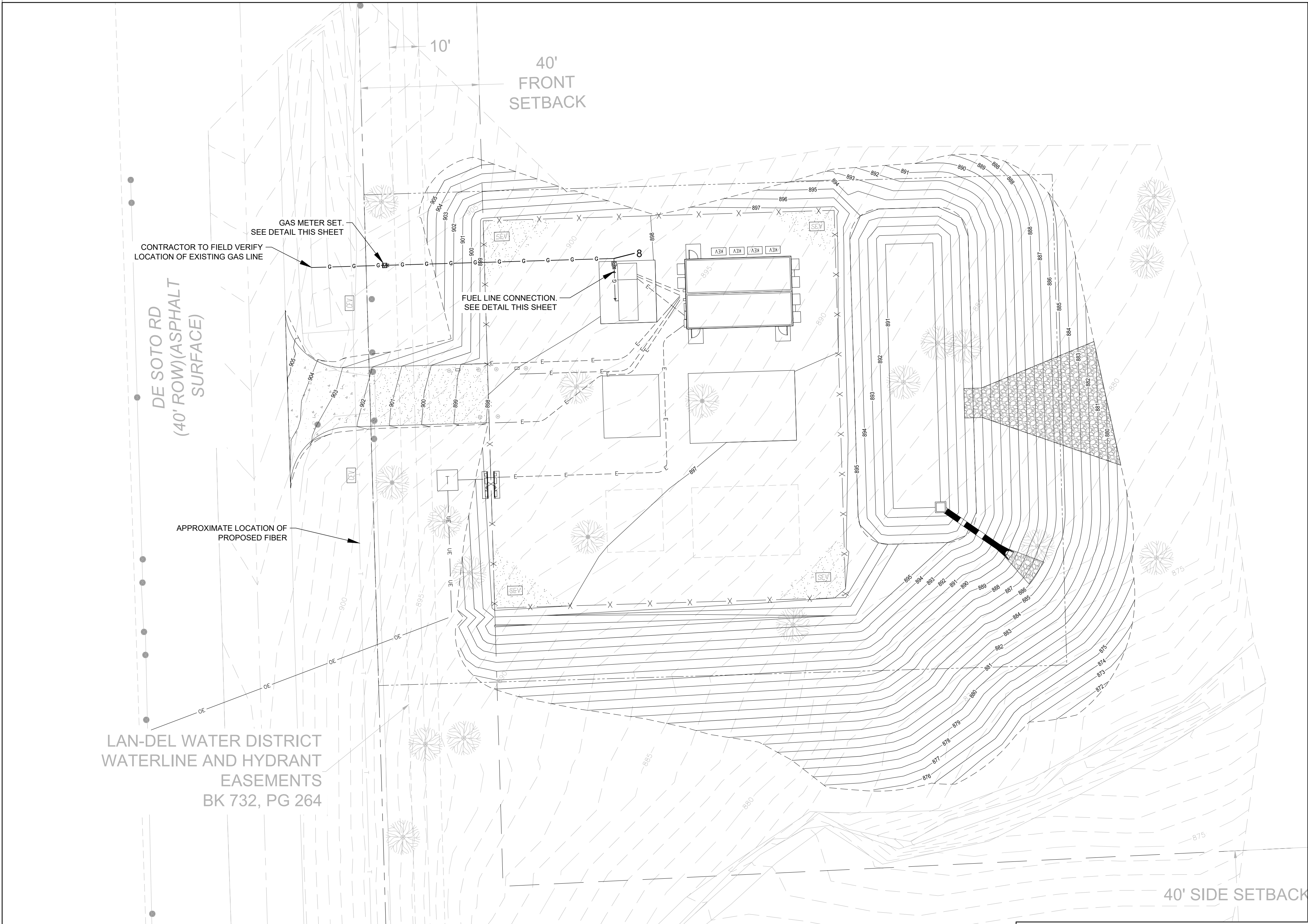
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ELECTRICAL ONE-LINE DIAGRAM

SHEET NUMBER

23

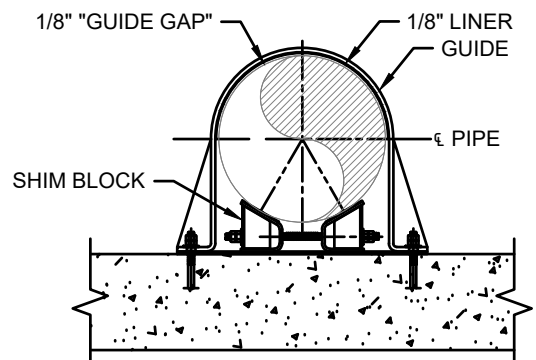
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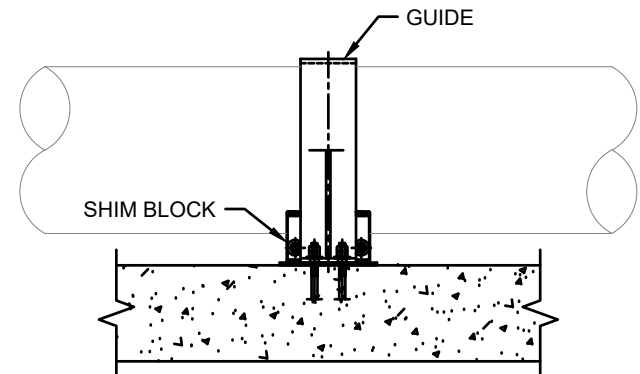
LEGEND	
	WORK LIMIT LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	PROPOSED EASEMENT LINE
	LANDSCAPE BUFFER
	EDGE OF GRAVEL
	SETBACK LINE
	PROPOSED FIBER
	FENCE LINE
	GRAVEL
	CONCRETE
	GRADING LINE
	EXISTING UNDERGROUND GAS
	PROPOSED UNDERGROUND GAS

CONSTRUCTION NOTES

- JURISDICTIONAL GAS COMPANY (KANSAS GAS) TO SIZE AND INSTALL METER AND SERVICE PIPE FROM GAS MAIN TO GAS METER.
- INSTALL BURIED HDPE PIPELINE WITH TRACER WIRE. SECURE THE TRACER WIRE TO THE HDPE PIPE USING NON-METALLIC MATERIAL.
- REGULATOR SPECIFICATIONS:
 - BRAND: SENSUS
 - MODEL: 122-12
 - SIZE: 2½-IN
 - SPRING: BLUE SPRING 1" w.c. DROOP
 - INLET PRESS: 2 PSI
 - SET PRESS: 7" w.c.
- MAINTAIN A MINIMUM CLEARANCE OF 1-FT WHERE THE BURIED HDPE GAS LINE CROSSES OTHER UTILITY LINES.

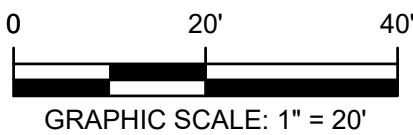


SECTION



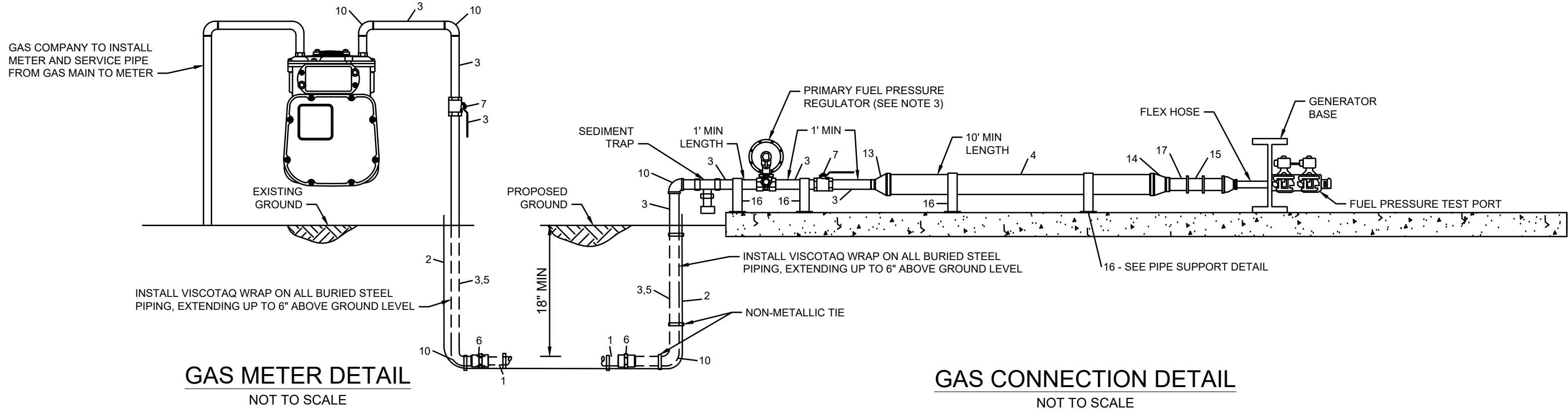
ELEVATION

PIPE SUPPORT DETAIL
NOT TO SCALE



ISSUE FOR BID
DATE OF ISSUE: 08/19/2025

MATERIAL SUMMARY			
ITEM #	DESCRIPTION	QUANTITY	UNIT
1	2" HDPE PIPE	102	FT.
2	14-AWG STRANDED WIRE WITH YELLOW THIN/THWN INSULATION	102	FT.
3	2" GALVANIZED STEEL PIPE	20	FT.
4	5" GALVANIZED STEEL PIPE	10	FT.
5	6" WIDE VISCOTAQ PE OUTERWRAP	2	ROLL
6	2" STEEL TO HDPE TRANSITION FITTING	2	EA.
7	2" STAINLESS STEEL FEMALE TO FEMALE THREADED BALL VALVE	1	EA.
8	2" 90° HDPE ELBOW	1	EA.
9	2" 45° HDPE ELBOW	0	EA.
10	2" GALVANIZED STEEL 90° ELBOW	1	EA.
11	2" PE TEE	1	EA.
12	2" HDPE CAP	1	EA.
13	2"X5" GALVANIZED STEEL REDUCER	1	EA.
14	3"X5" GALVANIZED STEEL REDUCER	1	EA.
15	3" GALVANIZED STEEL 90° ELBOW	1	EA.
16	EZ LINE GSB-01A WITH 1/8" GUIDE GAP PIPE SUPPORT ASSEMBLY	4	EA.
17	3" GALVANIZED STEEL PIPE	5	FT.
18	2" SEDIMENT TRAP	1	EA.
19	SENSUS 2 1/2" MODEL 122-12 REGULATOR	1	EA.



PROJECT

MMI - ILA SHELTER
MCI1.12
LANSING, KS

PARCEL ID: 052-107-25-0-00-00-175
811 4-H RD
LANSING, KS 66043

CLIENT

Middle Mile Infrastructure

CONSULTANT

AECOM Technical Services, Inc.
10 Patewood Drive, Suite 500
Greenville, SC 29615
License Number: E-511
1-864-234-3069 tel
www.aecom.com



REGISTRATION

ISSUE/REVISION

I/R	DATE	DESCRIPTION
1	08/19/2025	Site Plan Comments

PROJECT NUMBER

60645418

SHEET TITLE

UNDERGROUND UTILITY PLAN

SHEET NUMBER

25

This drawing has been prepared for the use of AECOM's client and may not be used, reproduced or relied upon by third parties, except as agreed by AECOM and its client, as required by law or for use by governmental reviewing agencies. AECOM accepts no responsibility, and denies any liability whatsoever, to any party that modifies this drawing without AECOM's express written consent. Do not scale this document. All measurements must be obtained from stated dimensions.

CONDITIONAL USE CHECKLIST

Checklist Completed by: Joshua Gentzler

Conditional Use Case No. 2025-DEV-013

Date Filed: August 20, 2025

Date Advertised: August 27, 2025

Date Notices Sent: August 25, 2025

Public Hearing Date: September 17, 2025

I. Applicant's Name: AECOM

Applicant's Authorized Agent: _____

II. Information in Application Correct? Yes ☒ No ☐

If no, explain: _____

III. Adjacent Zoning and Land Use:

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Vacant	A-1
South	Vacant	A-1
East	Agriculture	A-1
West	Residential	RR-2.5

IV. Present Use of Property: Wooded

V. Conditional Use Requested: Public Utility Facility - Minor

Reference Unified Development Ordinance Section 2.07, B. Review Criteria:

VI. The proposed conditional use does or does not meet the standards:

A. The proposed use complies with all applicable requirements of this code, furthers the intent of the proposed zoning districts, and does not conflict with the intent of any abutting districts. _____

Yes ☒ No ☐

B. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Code and the intent or design objectives of any applicable subsections of this code. Staff worked with the applicant to ensure the site plan meets the regulations added to the UDO for this style of development. The Planning Commission retains the right to add additional conditions for the project.

Yes ☒ No ☐

C. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area. A 0.9 acre utility site will be constructed for the long term and will be, in all practicality, permanent.

Yes ☐ No ☒

D. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape. The streetscape is required to have a higher design of fencing which the applicant amended the plan from chain link to a wrought iron inspired fencing.

Yes ☒ No ☐

E. Compatibility with the character of the area in terms of building scale, building form, landscape, and site design. Style of building matches agricultural design.

Yes ☒ No ☐

F. The adequacy of drainage, utilities, and other public facilities. _____

Yes ☒ No ☐

G. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property. Minimal impacts on traffic from this site.

Yes ☒ No ☐

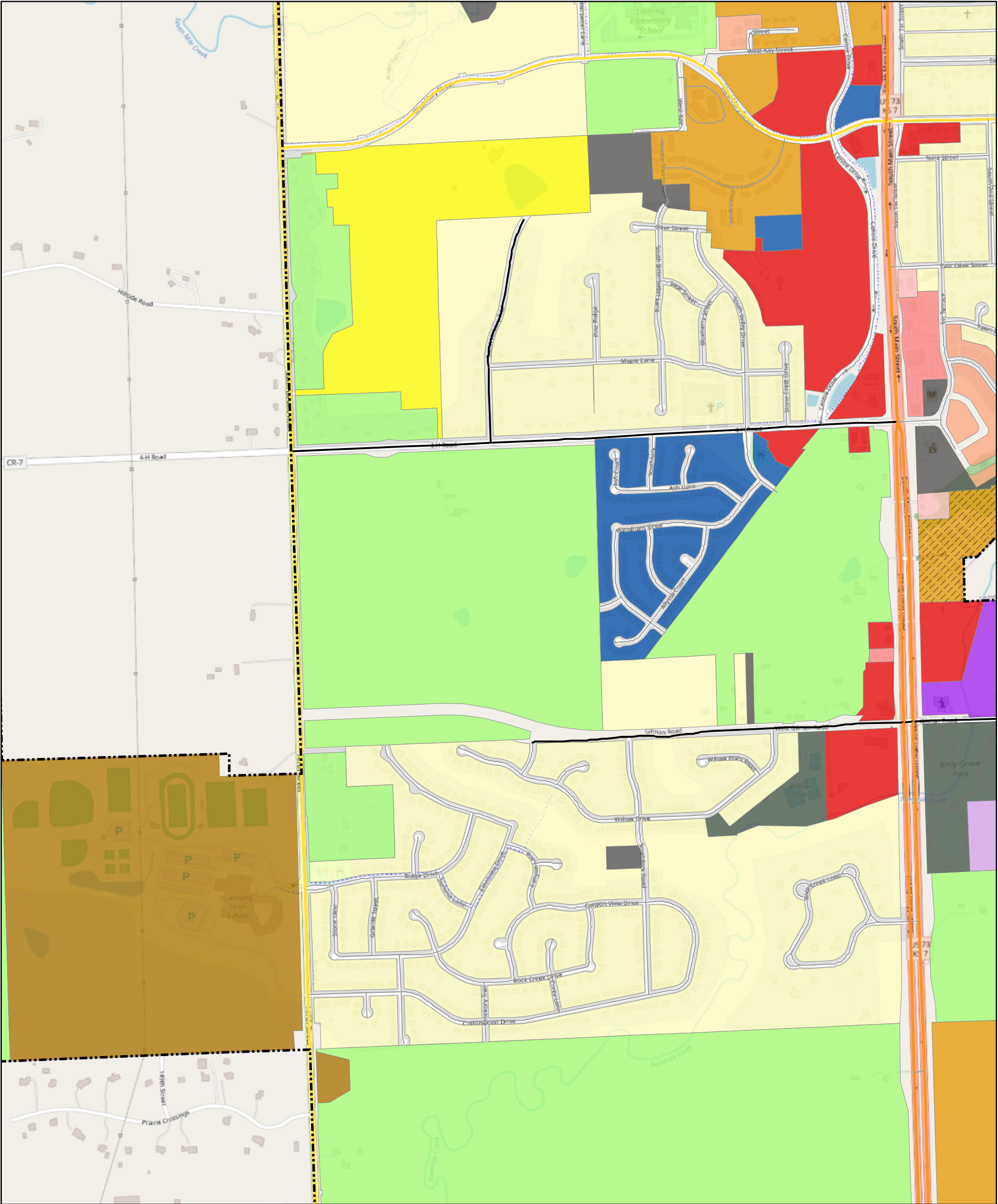
H. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

Yes ☒ No ☐

I. The recommendations of professional staff. _____

Yes ☒ No ☐

Lansing Basemap Export



9/11/2025, 1:36:14 PM

Lansing City Boundary 2022

Streets

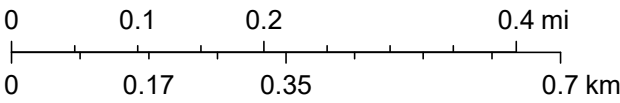
- Major Arterial
- Minor Arterial
- Collector
- Local

Zoning

- A-1 - Agricultural District
- B-1 - Neighborhood Business District
- B-2 - General Business District
- B-3 - Regional Business District

- I-1 - Light Industrial District
- I-2 - Heavy Industrial District
- R-1 - Suburban Residential District
- R-2 - Single-Unit Residential District
- R-3 - Mixed-Density Neighborhood District
- R-4 - Multi-Family Residential District
- R-5 - Manufactured Home Planned District
- R-R-2.5 - Rural Residential District 2.5A (County Design)
- PUD - Planned Unit Development
- CP - City Property

1:9,649



© OpenStreetMap (and) contributors, CC-BY-SA



AFFIDAVIT

STATE OF Texas)
)
COUNTY OF Denton) §

Comes now Venkatesh Yerramsetty, of lawful age and having been first duly sworn on my oath state that:

1. That I am (the) (a) lawful and/or equitable owner of the real estate described in the attached application.

2. To the best of my knowledge and belief, the following individuals are the only other individuals other than the affiant which have a legal or equitable ownership interest in the property described in the attached application.

3. List of property owners and addresses:

Epic Estates 3 LLC - 708 HORIZON ST , FLOWER MOUND TEXAS 75028

kRE12, LLC - 4512 Legacy , Plano, TX, 7502

4. I certify and affirm that on the date of the application only the above individuals or entities have a legal or equitable ownership interest in the property involved in this application.

FURTHER AFFIANT SAYETH NOT.

[Signature]
/s/

STATE OF TEXAS)
)
COUNTY OF DENTON) §

BE IT REMEMBERED that on this 19 day of August, 2025, that before me, the undersigned, a Notary Public, in and for the State and County aforesaid, came VENKATESH YERRAMSETTY, who is personally known to me to be the person who executed the foregoing instrument of writing and such person duly acknowledged execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above mentioned.

[Signature]
Notary Public

My Appointment Expires: 03/01/2026



ENTERED IN TRANSFER RECORD IN
MY OFFICE THIS DAY 10/04/2022

Janet Klasmaker
COUNTY CLERK

Doc #: 2022R09149
TERRILOIS MASHBURN
REGISTER OF DEEDS
LEAVENWORTH COUNTY, KANSAS
RECORDED ON:
10/04/2022 12:18:01 PM
RECORDING FEE: 38.00
PAGES: 2

LIMITED LIABILITY COMPANY WARRANTY DEED

McCaffree-Short Title Company, Inc. - File No. L21-29104 - **A**
330 Delaware
Leavenworth, KS 66048

THIS INDENTURE, made this 15th day of October, 20 22, by and between **Epic Estates at Vero Beach LLC as to their 49% INTEREST**, a limited liability company duly organized under the laws of the State of TEXAS whose mailing address is 708 Horizon St. Flower Mound, TX 75028 as **GRANTOR**, and **Epic Estates 3 LLC, A Texas Limited Liability Company** as **GRANTEE**, whose mailing address is **708 Horizon Street, Flower Mound, TX 75028**.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by GRANTOR, does hereby **grant, bargain and sell, convey and confirm**, unto the said GRANTEE, and unto Grantee's heirs and assigns forever, the following described real property situated in the County of Leavenworth, State of Kansas to-wit:

Lots 1 and 2, RYAN FAMILY FARMS SUBDIVISION, a subdivision in the City of Lansing, Leavenworth County, Kansas.

Subject to all easements, restrictions and reservations, if any, now of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

PURSUANT TO K.S.A. 79-1437 A REAL ESTATE VALIDATION QUESTIONNAIRE IS NOT REQUIRED DUE TO EXCEPTION NO: 3

TO HAVE AND TO HOLD THE SAME, the premises aforesaid, with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said GRANTEE and unto Grantee's heirs and assigns forever; the said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; except as stated above and except for all taxes and assessments, general and special, not now due and payable; and that it will warrant and defend the title of said premises unto said GRANTEE, and unto Grantee's heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

If two or more persons constitute either GRANTOR or GRANTEE, the words GRANTOR and GRANTEE shall be construed to read GRANTORS or GRANTEES, whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The said GRANTOR has executed this instrument the day and year first above written.

EPIC ESTATES AT VERO BEACH LLC

BY: *S. Sridhar*
SRI DEVI YERRAMSETTY, MEMBER

EPIC ESTATES AT VERO BEACH LLC

BY: *B. Praveena*
PRAVEENA BEERAM, MEMBER

State of TEXAS

County of DENTON

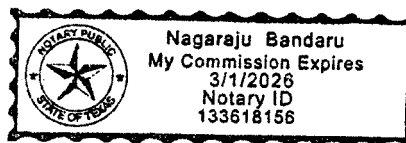
On this 1st day of October, 2022 before me, the undersigned, appeared **SRI DEVI YERRAMSETTY AND PRAVEENA BEERAM AUTHORIZED MEMBERS OF EPIC ESTATES AT VERO BEACH LLC**, a Limited Liability Company, duly organized under the laws of the State of TEXAS and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

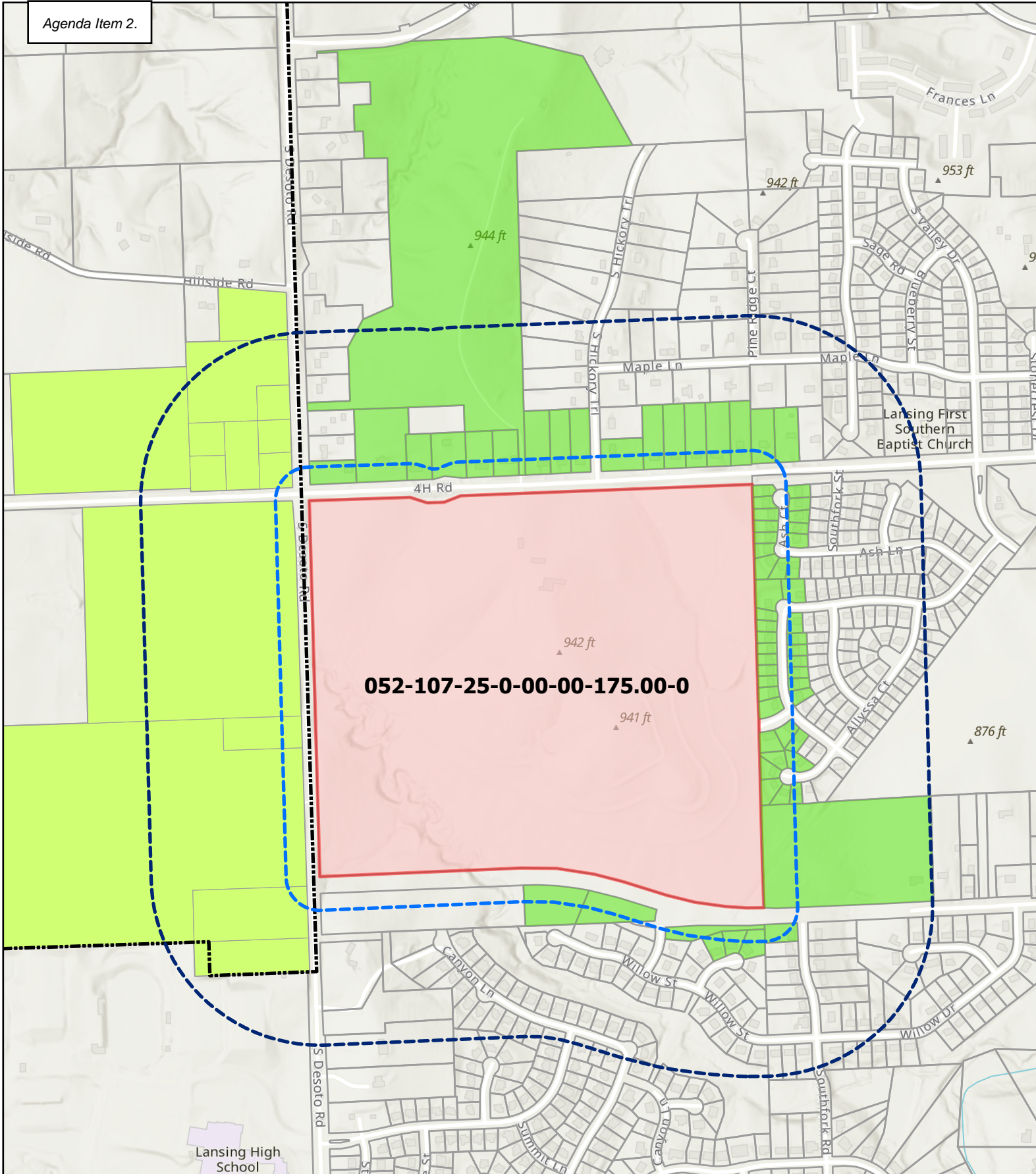
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in said County and State, the day and year last above written.

My commission expires: 03/01/2026

Nagaraju Bandaru
Notary Public *Nagaraju Bandaru*

When recorded return to:
Epic Estates at Vero Beach LLC as to 49%
708 Horizon Street
Flower Mound, TX 75028





Legend

- Search Buffer - 200 ft
- Search Buffer - 1,000 ft
- Lansing Selected Parcels
- Page 40 - Selected Parcels
- City Boundary

Conditional Use Permit Mailing List
PID: 052-107-25-0-00-00-175.00-0

0 750 1,500 Feet



CITY OF
LANSING
KANSAS
www.lansingsks.org

Owner Name	Site Address	Mailing Address
LOCH,DAVID H & JOANNE T	00000 GILMAN RD, LANSING, KS 66043	715 WILLOW DR, LANSING, KS 66043
LOCH,DAVID H & JOANNE T	00000 GILMAN RD, LANSING, KS 66043	715 WILLOW DR, LANSING, KS 66043
ROCK CREEK HOME ASSOCIATION	00000 W GILMAN RD, Lansing, KS 66043	5000 W 95TH ST #STE 280, PRAIRIE VILLAGE, KS 66207
KRAUSE,VINCENT E & VIRGINIA L	100 SOUTHFORK RD, Lansing, KS 66043	100 SOUTHFORK RD, LANSING, KS 66043
GREER,WILLIAM L & KAREN L	1050 WYNDHAM DR, Lansing, KS 66043	1050 WYNDHAM DR, LANSING, KS 66043
STAMATAKIS, JENNIFER	1052 WYNDHAM DR, Lansing, KS 66043	1052 WYNDHAM DR , LANSING, KS 66043
SEWARD, LAWRENCE M	1058 ALLYSSA CT, Lansing, KS 66043	1058 ALLYSSA CT , LANSING, KS 66043
ROMANO REVOCABLE TRUST	1059 ALLYSSA CT, Lansing, KS 66043	1059 ALLYSSA CT , LANSING, KS 66043
YOUNG,ALAYNA & BARTON,JERRY	1060 ALLYSSA CT, Lansing, KS 66043	1060 ALLYSSA CT , LANSING, KS 66043
ROOKARD,STEPHEN E JR & DORA J	1061 ALLYSSA CT, Lansing, KS 66043	1061 ALLYSSA CT , LANSING, KS 66043
M & J PROPERTIES LLC	1062 ALLYSSA CT, Lansing, KS 66043	PO BOX 9, LEAVENWORTH, KS 66048
BROWN,MARK A & ELIZABETH R	1063 ALLYSSA CT, Lansing, KS 66043	1063 ALLYSSA CT , LANSING, KS 66043
LAINCZ,MATTHEW D & BOBBIE J	1204 JOSHUA CT, Lansing, KS 66043	1204 JOSHUA CT , LANSING, KS 66043
ROGERS,EVERETT B III & TERRY K	1206 JOSHUA CT, Lansing, KS 66043	1206 JOSHUA CT, LANSING, KS 66043
HOPE FAMILY TRUST	1208 JOSHUA CT, Lansing, KS 66043	1208 JOSHUA CT , LANSING, KS 66043
ANAYA, DAVID F	312 W GILMAN RD, Lansing, KS 66043	312 W GILMAN RD , LANSING, KS 66043
LILLICH,ROY JACOB & LAURA E	409 WYNDHAM DR, Lansing, KS 66043	409 WYNDHAM DR, LANSING, KS 66043
MACK,ANDREW PORTER & LAURA DEA	410 WYNDHAM DR, Lansing, KS 66043	410 WYNDHAM DR , LANSING, KS 66043
BOARMAN,JOSEPH C & JACELYN M	461 ASH LN, Lansing, KS 66043	16550 SANTA FE TRL , LEAVENWORTH, KS 66048
WOOD, MARY E	471 ASH LN, Lansing, KS 66043	471 ASH LN, LANSING, KS 66043
SUMMERS, APRIL	481 ASH LN, Lansing, KS 66043	481 ASH LN, LANSING, KS 66043
SCROGIN,JAMES & SHANTEL	501 JOHNSON ST, Lansing, KS 66043	501 JOHNSON ST, LANSING, KS 66043
WALLING,LOUIS C & MELISSA A	508 4-H RD, Lansing, KS 66043	508 4-H RD, LANSING, KS 66043-6217
HAWLEY,KENNETH R & HYON S	516 4-H RD, Lansing, KS 66043	516 4-H RD, LANSING, KS 66043-6217
GRADSKI,JACK JR & PATRICE A	600 4-H RD, Lansing, KS 66043	600 4-H RD, LANSING, KS 66043-6218
DUNN, DIANA L	608 4-H RD, Lansing, KS 66043	608 4-H RD , LANSING, KS 66043
SIMANOWITZ, ROBERTA F	700 4-H RD, Lansing, KS 66043	700 4-H ROAD, LANSING, KS 66043-6219
DOMINGUEZ,NICHOLAS T & TAMMY L	706 4-H RD, Lansing, KS 66043	706 4-H ROAD, LANSING, KS 66043-6219
MANTHE,JOSHUA C & VALERIE B	710 4-H RD, Lansing, KS 66043	710 4H RD, LANISNG, KS 66043
NIEDERLANDER, GARY D	719 S HICKORY TRAIL, Lansing, KS 66043	719 S HICKORY TRAIL, LANSING, KS 66043
HUBER,LEON S & MARY C	732 S HICKORY TRAIL, Lansing, KS 66043	732 S HICKORY TRL, LANSING, KS 66043-6220
SCHLAFER,JON D & AMY JO	800 ASH CT, Lansing, KS 66043	800 ASH CT, LANSING, KS 66043
MULL,JOSEPH C & BELL,RHYNE L	801 ASH CT, Lansing, KS 66043	801 ASH CT, LANSING, KS 66043
JEFFERS,NICHOLAS A & NICOLE A	802 ASH CT, Lansing, KS 66043	802 ASH CT, LANSING, KS 66043
THOMAS,RODNEY JAMES & TAWANNA VERNIQUE	803 ASH CT, Lansing, KS 66043	803 ASH CT , LANSING, KS 66043
DISCAVAGE, RAMONA L & CARLTON P	804 ASH CT, Lansing, KS 66043	804 ASH CT , LANSING, KS 66043
FELIX,DANIEL S & GARLONDA G	805 ASH CT, Lansing, KS 66043	805 ASH CT , LANSING, KS 66043
JBMCKEE PROPERTIES LLC	806 ASH CT, Lansing, KS 66043	520 S 4TH ST 8, LEAVENWORTH, KS 66048
HANSEN,ROBERT P & VIRMARIE	807 ASH CT, Lansing, KS 66043	807 ASH CT, LANSING, KS 66043
PORTICE,DONALD J & DENISE M	808 4-H RD, Lansing, KS 66043	808 4-H RD, LANSING, KS 66043-6228
MARTIN, JANET L; TRUST	808 ASH CT, Lansing, KS 66043	808 ASH CT, LANSING, KS 66043
SCHMIDT,JACY S & JESSY L	809 ASH CT, Lansing, KS 66043	21536 PADDOCK RD, FT RILEY, KS 66442-2752
CYPHERS,TRAVIS L & REBEKAH H	810 ASH CT, Lansing, KS 66043	810 ASH CT , LANSING, KS 66043
TORCHIO,JOHN D & RAMONA G	812 4-H RD, Lansing, KS 66043	812 4-H RD , LANSING, KS 66043
LINAWEAVER CONSTRUCTION INC	816 4-H RD, Lansing, KS 66043	719 GILMAN RD, LANSING, KS 66043
LABBEE-HOLDEMAN, JANETTE M; TRUST	820 4-H RD, Lansing, KS 66043	820 4-H RD, LANSING, KS 66043-6228
SMITH,DONNA J	826 4-H RD, Lansing, KS 66043	826 4-H RD, LANSING, KS 66043-6228
LINAWEAVER CONSTRUCTION INC	834 4-H RD, Lansing, KS 66043	719 GILMAN RD, LANSING, KS 66043
ANDERSON, MARJO BOYD	900 4-H RD, Lansing, KS 66043	900 4-H RD, LANSING, KS 66043-6229
EVANS, MICHAEL A & JENNIFER	914 4-H RD, Lansing, KS 66043	914 4-H RD, LANSING, KS 66043-6229
FORRESTER,ROBERT W & CYNTHIA B	920 WYNDHAM DR, Lansing, KS 66043	920 WYNDHAM DR, LANSING, KS 66043
ROBERTS,JASON A & CANDICE N	922 4-H RD, Lansing, KS 66043	922 4-H RD , LANSING, KS 66043
BUCZKOWSKI,JEFFREY S & DIANE M	922 WYNDHAM DR, Lansing, KS 66043	922 WYNDHAM DR , LANSING, KS 66043
M & J PROPERTIES LLC	924 WYNDHAM DR, Lansing, KS 66043	PO BOX 9, LEAVENWORTH, KS 66048
HARRISON,WILLIAM S & GLENDA M	925 WYNDHAM DR, Lansing, KS 66043	925 WYNDHAM DR, LANSING, KS 66043
BEAUCHEMIN,LEAH & WHITE,RICK	926 WYNDHAM DR, Lansing, KS 66043	926 WYNDHAM DR , LANSING, KS 66043
GREEN,ROBERT W & DEONNION L	927 WYNDHAM DR, Lansing, KS 66043	2368 BITAR AVE, JBLM, WA 98433
PLESSL,BOYD R & JANE J	928 WYNDHAM DR, Lansing, KS 66043	928 WYNDHAM DR, LANSING, KS 66043
VALENCIA,MATTHEW & WENDY	929 WYNDHAM DR, Lansing, KS 66043	929 WYNDHAM DR , LANSING, KS 66043
GONZALEZ,ROSIO LEGASPI & LANDEROS,MARIO TRUJILLO	930 WYNDHAM DR, Lansing, KS 66043	930 WYNDAM DR , LANSING, KS 66043
MASEZ LLC	931 WYNDHAM DR, Lansing, KS 66043	23222 175TH ST , LEAVENWORTH, KS 66048
BROWN,TIMOTHY J & JENNIFER A; TRUST	932 WYNDHAM DR, Lansing, KS 66043	932 WYNDHAM DR, LANSING, KS 66043
SPARKS,SCOTT A & DEBORAH S	933 WYNDHAM DR, Lansing, KS 66043	933 WYNDHAM DR , LEAVENWORTH, KS 66048
RUSSELL,HARLAND T & TAMMY M	934 WYNDHAM DR, Lansing, KS 66043	934 WYNDHAM DR , LANSING, KS 66043
JBMCKEE PROPERTIES LLC	935 WYNDHAM DR, Lansing, KS 66043	520 S 4TH ST 8, LEAVENWORTH, KS 66048
TYSTAD,SCOTT D & KELLY M	936 WYNDHAM DR, Lansing, KS 66043	936 WYNDHAM DR , LANSING, KS 66043
GILBERT, DEJUAN E	938 WYNDHAM DR, Lansing, KS 66043	938 WYNDHAM DR , LANSING, KS 66043
MC VEY FAMILY TRUST	00000 147TH ST, Leavenworth, KS 66048	13728 QUIGLEY ST, OVERLAND PARK, KS 66221
BRIGHTON MINE FARMS LLC	00000 4-H RD, Leavenworth, KS 66048	26001 151ST ST, LEAVENWORTH, KS 66048
BENNETT,KENTEN C & MIOK	00000 4-H RD, Leavenworth, KS 66048	14774 4H RD, LEAVENWORTH, KS 66048
TEASDALE FAMILY WEALTH TRUST	14721 HILLSIDE RD, Leavenworth, KS 66048	14721 HILLSIDE RD, LEAVENWORTH, KS 66048
SOUTHWESTERN BELL TELEPHONE CO INC	14758 4-H RD, Leavenworth, KS 66048	909 CHESTNUT ST RM 36-Q-1, ST LOUIS, MO 63101-3004
BENNETT,KENTEN C & MIOK	14774 4-H RD, Leavenworth, KS 66048	14774 4H RD , LEAVENWORTH, KS 66048
EDMONDS,CHAD & JACQUIE	25195 147TH ST, Leavenworth, KS 66048	25195 147TH ST, LEAVENWORTH, KS 66048
DICKSON,DAVID W & KYLIE	25201 147TH ST, Leavenworth, KS 66048	25319 147TH ST, LEAVENWORTH, KS 66048
DICKSON,DOUGLAS J	25319 147TH ST, Leavenworth, KS 66048	25319 147TH ST, LEAVENWORTH, KS 66048
MILLER,JAMIE A & STEPAHNIE R	25393 147TH ST, Leavenworth, KS 66048	25393 147TH ST, LEAVENWORTH, KS 66048
YOUNG, MONICA	25611 147TH ST, Leavenworth, KS 66048	25611 147TH ST , LEAVENWORTH, KS 66048
KINDIG, GRACE D	25643 147TH ST, Leavenworth, KS 66048	25643 147TH ST, LEAVENWORTH, KS 66048
POHL,ELIJAH DAVID & JOANNA CHRISTINA RAE	25675 147TH ST, Leavenworth, KS 66048	25675 147TH ST , LEAVENWORTH, KS 66048
DVORAK,PETER A & DVORAK,PEGGY D; TRUST	25727 147TH ST, Leavenworth, KS 66048	25727 147TH ST, LEAVENWORTH, KS 66048

AFFIDAVIT OF PUBLICATION

Leavenworth Times
832-A N. Main Street, Lansing, KS 66043
(913) 682-0305

State of Florida, County of Orange, ss:

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Leavenworth Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Leavenworth, for the County of Leavenworth, in the state of Kansas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

Publication Dates:

- Aug 27, 2025

Notice ID: BeOXNJzHmcrMzOcDLBA

Notice Name: CUP- ILA Shelter

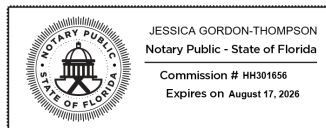
Publication Fee: \$43.70

Ankit Sachdeva

 Agent

VERIFICATION

State of Florida
 County of Orange



Signed or attested before me on this: 08/27/2025

J. Thompson

 Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC HEARING NOTICE
 Notice is hereby given to any and all persons that a Conditional Use Permit has been requested for a parcel in the city of Lansing, Leavenworth County, Kansas, will be considered at a public hearing of the city of Lansing Planning Commission. AECOM, applicant, has submitted a Conditional Use Permit application on behalf of Epic Estates 3 LLC and KRE12 LLC, owner, for a portion of a parcel addressed as 811 4-H Road, Lansing, KS 66043. The request for the Conditional Use is Public Utility Facility – Minor on property zoned A-1 Agricultural District. The parcel ID of the property involved is CAMA #052-107-25-0-00-00-175.00-0. A legal description is available for public viewing in the Community and Economic Development Department, 730 First Terrace, Suite 2, Lansing, 2, The public hearing will be held September 17th, 2025, at 7:00 p. m. in the Council Chambers of Lansing City Hall, 800 First Terrace, Lansing, Kansas. At that time and place, all interested persons will be granted a hearing by the city of Lansing Planning Commission. Published in the Leavenworth Times, Aug 27, 2025

3796520



Planning Commission Staff Report

September 17, 2025

2025-DEV-012 Monroe Manor Phase 1 Final Plat

724 N De Soto Road

Project Facts

Applicant

SMH Consultants

Owner

Circle H Holdings

Address

724 N De Soto Road

Property ID

106-13-0-30-03-003.00 and
106-13-0-30-03-004.00

Zoning

R-2 Single-Unit Residential
District

Future Land Use

Medium Density
Residential

Land

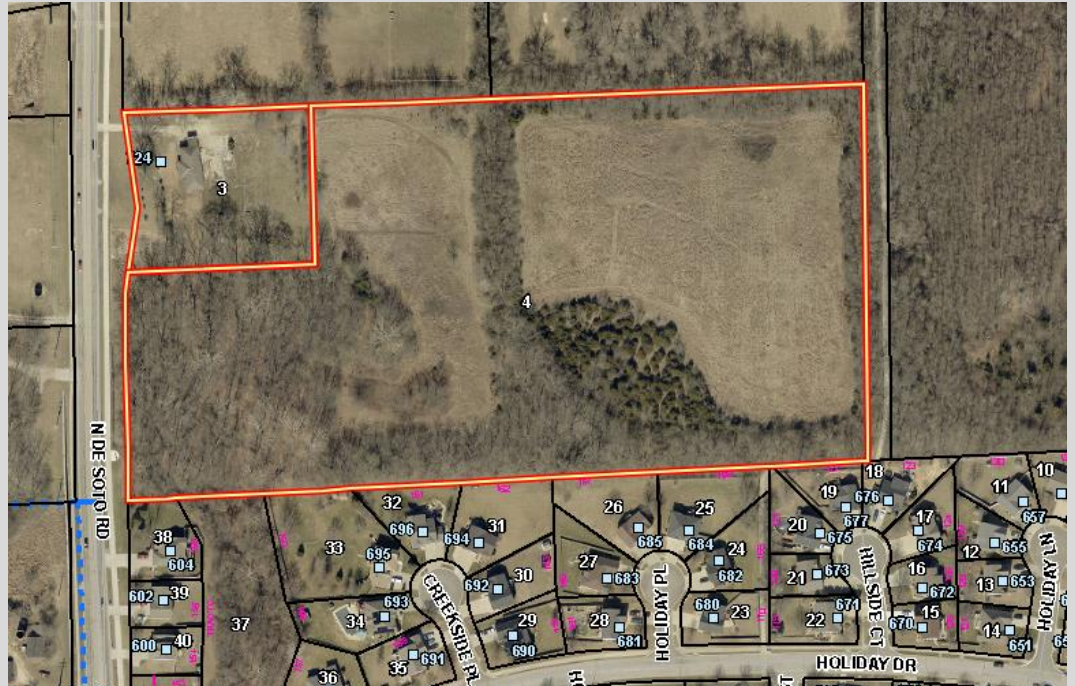
14.6 acres

Building

Existing: 1 Residential
(pending removal)

Requested Approvals

Final Plat



Summary

The applicant is requesting the approval of a Final Plat for the Monroe Manor Phase 1 Final Plat. The plat will establish lot lines, dedicate public easements and street right-of-way for 63 lots and 3 tracts. This is the first of three projected phases to complete the Monroe Manor subdivision. The proposed final plat is consistent with the approved preliminary plat.

The plat establishes tree preservation easements that was negotiated with the Planning Commission during the preliminary plat approval process.

Discussion points from Checklist

The checklist was reviewed and completed by the Director of Community & Economic Development. Items marked no are discussed below:

Final Plat

- Item 2 & 4 - Hard copies not yet provided.
- Item 9D – Statement of paid taxes not provided. Register of Deeds will not record document until completed.

Community & Economic Development / Public Works and City Engineer / Wastewater Comments

Community & Economic Development (from Article 2.02-D of the UDO):

- The application is in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.
 - The City's 2030 Comprehensive Plan Future Land Use Map has defined this area as medium density residential.
- Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.
 - The current zoning for the site is R-2 Single Family Residential District.
 - **UDO Article 3.02 Open & Civic Space Systems** require 12% of subdivisions greater than 5 acres be dedicated for open space.
 - **3.02-B.1** states: *"All platted lots shall have access to one or more of the open and civic space types in this Section, within the specified service area."*
 - The final plat provides Tract C which provides additional open space along Winslow Trail.
- Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.
 - This is phase 1 of 3, as specified by the Preliminary Plat.
- Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
 - The Public Works Director / City Engineer and Wastewater Director has reviewed the Final Plat.
- The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.
 - The current use conforms with the goals and policies of the Comprehensive Plan, and the application would not deter future development from meeting current goals and policies.
- The design does not impede the construction of anticipated or planned future public infrastructure within the area.
 - There are no impacts to planned future public infrastructure within the area.
- The recommendations of professional staff, or any other public entity asked to officially review the plat.
 - There are additional comments outstanding from Wastewater, Public Works, and Community & Economic Development.

Public Works / City Engineer:

- No outstanding comments.

Wastewater:

- This development will include the addition of public sanitary sewer improvements to serve the property. The developer is responsible for all costs associated with the design and construction, and are subject to Lansing's

technical specifications and design criteria. An engineered set of plans will need to be approved by the city engineer and KDHE, along with a sanitary sewer extension permit.

Acknowledgments

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

- Joshua Gentzler, AICP – Director, Community & Economic Development
- Michael Spickelmier, P.E. – Director, Public Works / City Engineer
- Anthony Zell, MBA – Director, Wastewater
- Joe Gates – Chief, Fire Department

Recommendation

Staff recommends the approval of Case 2025-DEV-012, Monroe Manor Phase 1 Final Plat.

Action Options

“I move to _____.”

1. Approve Case No. 2025-DEV-012; or
2. Conditionally approve Case No. 2025-DEV-012 for specified reason[s]; or
3. Deny Case No. 2025-DEV-012 for specified reason[s]; or
4. Table the case to another Planning Commission meeting.

Notice of City Codes

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

Attachments

1. Final Plat
2. Covenants, Conditions, and Restrictions
3. Checklist

**CHECKLIST FOR COMPLETENESS
OF
APPLICATION FOR PLANNING COMMISSION
REVIEW AND APPROVAL
OF
FINAL PLAT
FOR**

**Monroe Manor Phase 1
(Name of Subdivision)**

Joshua Gentzler
Person Completing Checklist

9/11/2025
Date

COMPLETION OF THIS CHECKLIST IN NO WAY CONSTITUTES AN EVALUATION OF THE MERITS OR ACCURACY OF THE PLANS, DESIGN OR ENGINEERING OF THE FINAL PLAT. THIS STEP IS INTENDED ONLY AS AN ADMINISTRATIVE REVIEW OF THE COMPLETENESS OF THE APPLICATION FOR APPROVAL BEFORE IT UNDERGOES STAFF EXAMINATION BY THE CITY ENGINEER FOR HIS RECOMMENDATION TO THE PLANNING COMMISSION.

FINAL PLAT CHECKLIST

		<u>YES</u>	<u>NO</u>
1.	Preliminary Plat has been approved.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	One (1) hard copy has been provided, along with an electronic copy either emailed, delivered on a USB Drive, or uploaded, to the Community and Economic Development Department	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Material is submitted at least fourteen (14) days prior to Planning Commission meeting at which it is desired to be considered.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Original copy contains names and duly acknowledged and notarized signatures of the owner(s) of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Final Plat is drawn at scale of at least 1" = 200'	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Size of sheet on which final plat is prepared is at least 36 inches by 24 inches. If more than one sheet required, all are same size and index map is provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	FINAL PLAT CONTAINS:		
A.	Name of Subdivision	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Location, including section, township, range, county and state	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.	Location and description of existing monuments or benchmarks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	Location of lots and blocks with dimensions in feet and decimals of feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E.	Location of alley, street and highway rights-of-way, parks and other features including radii on curves with dimensions in feet and decimals of feet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F.	Clear numbering for all lots.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G.	Clear numbering or lettering.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H.	Locations, widths and names of all streets and alleys to be dedicated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I.	Boundaries and descriptions of any areas other than streets to be dedicated or reserved for public use. (If applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J.	Minimum area and associated minimum elevation for the building on each lot (building site). (If requested by Planning Commission)	<input type="checkbox"/>	<input type="checkbox"/>

Final Plat Checklist

Page 2

		<u>YES</u>	<u>NO</u>
K.	Building setback lines along all streets, with dimensions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L.	Name, signature, seal of licensed engineer or registered land surveyor preparing plat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M.	Scale of plat, (shown graphically) date of prep and north point.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N.	Statement dedicating all easements, streets, alleys and all other public areas not previously dedicated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	A copy of any restrictive covenants applicable to the subdivision is provided. (N/A if not applicable)	<input type="checkbox"/>	<input type="checkbox"/>
9.	Required certifications/acknowledgements are present:		
A.	Certificate signed and acknowledged by all parties having any record, title or interest in the land subdivided, and consenting to the preparation and recording of said subdivision map.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Certificate (as above) dedicating or reserving all parcels of land shown on the final plat and intended for any public or private use including easements, and those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, visitors, tenants and servants.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.	Certificate of responsibility by registered land surveyor preparing final map, accompanied by seal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	Certificate(s) signed by City Clerk and County Treasurer that all taxes and special assessments due and payable have been paid.	<input type="checkbox"/>	<input type="checkbox"/>
E.	Notary acknowledgement in proper form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F.	Endorsement by Planning Commission in proper form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G.	Public use acceptance by Governing Body in proper form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MONROE MANOR**

WHEREAS, Circle H Holdings, LLC, a Nevada limited liability company (the “Declarant”) is the owner of fee simple title to that certain real property to be known as Phases 1 – 3 of MONROE MANOR, a subdivision situated in the City of Lansing, County of Leavenworth, State of Kansas, hereinafter called the “Property,” described as follows:

Lots 1 through 193 in Phases 1 - 3 of the Subdivision Plat of MONROE MANOR, as said Lots are shown and designated on the Plat thereof, recorded in the Office of the County Clerk of Leavenworth County, Kansas on _____, in Plat _____, at Page _____.

WHEREAS, Declarant has established a general plan for the improvement and development of the Property and desires to impose certain covenants and restrictions on the Property in accordance with that plan.

NOW, THEREFORE, the Property is hereby made subject to the following covenants, conditions and Restrictions (collectively, “Covenants”) which shall run with the land and shall be binding upon all persons owning lots affected by these Covenants or claiming under them until January 1, 2040, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change, alter, amend or remove said Covenants in whole or in part. If the owners of such lots or any of them or their heirs or assigns shall violate any of the Covenants hereinafter set out, it shall be lawful for any other person or entity owning an interest in the Property to prosecute any proceeding at law or in equity against the person or persons violating any of the Covenants and either to prevent him from doing so or to recover damages for such violation, or both, or require removal of the offending structure or injunction to prevent such determined violation. It is the intent of this paragraph to give all fee simple owners, contract sellers or purchasers and mortgagees standing to enforce these Covenants.

**Article I
Definitions**

“Act” shall mean the Kansas Uniform Common Interest Owners Bill of Rights Act, Kansas Code Chapters 58-4601, et seq., as amended from time to time and as applicable to the Association and/or the Property.

“Annual Assessment” shall mean the Assessments imposed for annual expenses pursuant to Article 8 hereof.

“Areas of Association Responsibility” shall mean (a) all Common Areas; (b) all land, and the Improvements situated thereon, located within the boundaries of a Lot, Tract, easement benefiting the Association or a public right-of-way or park which the Association is obligated to

maintain, repair, and replace pursuant to the terms of the Declaration or other Recorded document executed by the Declarant or the Association.

“Articles” shall mean the Articles of Incorporation of the Association as the same may be amended or supplemented from time to time.

“Assessment” shall mean the charges levied and assessed each year against each Membership pursuant to Article 8 hereof.

“Assessment Period” shall mean the period set forth in Article V.

“Association” shall mean Monroe Manor Owners Association, a Kansas nonprofit corporation, organized to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration.

“Board” shall mean the Board of Directors of the Association.

“Builder” shall mean an Owner which is in the business of constructing and selling completed Dwelling Units to third parties and which intends to construct and sell Dwelling Units on the Lots it owns.

“Bylaws” shall mean the Bylaws of the Association as the same may, from time to time, be amended or supplemented.

“Common Area” shall mean (a) any and all real property and land areas described as “Common Area” herein or in any amendments to these Covenants; (b) Tracts, land areas, roadways and easements designated as “Common Area” on any recorded plats within or near the Property, according to said plat recorded in Leavenworth County, Kansas, together with all Improvements situated thereon; (c) all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest; and (d) land within a recorded or legally granted easement accepted by the Association whereby the Association holds the dominant tenancy allowing for improvements and maintenance by the Association; except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or any deed in lieu of foreclosure.

“Common Expenses” shall mean the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.

“Community Documents” shall mean collectively, this Declaration, the Bylaws, the Articles and the Rules, as each may be amended or restated from time to time.

“Covenants” shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth in this Declaration.

“Declarant” shall mean and refer to the above recited Declarant and/or any Person or Persons to whom all or a portion of the declarant’s rights reserved to the Declarant under this Declaration and its amendments are assigned pursuant to a written, recorded instrument expressly assigning such rights.

“Declarant Control Period” shall mean the period commencing upon the Recording of this Declaration and ending on the earliest to occur of the dates set forth below. In no event shall the Declarant Control Period end later than the earliest to occur of the following:

- (a) sixty (60) days after conveyance of fifteen (15) of the Lots to Owners other than Declarant or Builder;
- (b) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business;
- (c) two (2) years after a development right to add new Lots was last exercised; or
- (d) the day that Declarant or Declarant’s designee, after giving written notice to the Association, records an instrument voluntarily terminating all rights to Declarant control; provided, however, that Declarant shall not voluntarily terminate its rights to Declarant control until the earlier of the dates set forth in (a), (b), or (c) above.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

“Deed” shall mean a deed or other instrument conveying the fee simple title in any portion of the Property from one Owner to another Owner.

“Dwelling Unit” shall mean any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

“Exempt Property” shall mean the following parts of the Property: (i) all land and Improvements owned by or dedicated to and accepted by the United States of America, the State of Kansas, Leavenworth County or any other political subdivision, for as long as any such entity or political subdivision is the owner thereof or for so long as said dedication remains effective; (ii) all Common Areas, for as long as the Association is the Owner thereof; and (iii) all Tracts.

“First Mortgage” shall mean a deed of trust or mortgage Recorded against a Lot which has priority over all other deeds of trust or mortgages Recorded against the same Lot.

“Improvement” shall mean: (a) any Residence, building, fence or wall; (b) any swimming pool, tennis court, basketball goal, backboard or apparatus, or playground equipment; (c) any road, driveway, or parking area; (d) any trees, plants, shrubs, grass, or other landscaping improvements of any type and kind; (e) any statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; (f) any subsurface communication, irrigation, entrance gate or

facility, pipeline or other conduit and apparatus under ownership of the Association; and (g) any other structure of any type, kind or nature.

“Lot” shall mean any part of the Property designated as a distinct premises intended for residential occupancy without requiring further land division on any Recorded Plat with respect to any portion of the Property and, where the context indicates or requires, any Improvements constructed from time to time thereon.

“Maintenance” shall mean care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction.

“Maximum Annual Assessment” has the meaning set forth in Section 11.

“Member” shall mean any Person holding a Membership in the Association pursuant to this Declaration.

“Membership” shall mean a membership in the Association and the rights granted to the Owners to participate in the Association.

“Modification” shall mean an addition, alteration, repair, change or other work which in any way alters the exterior appearance of any Improvement located on a Lot that is Visible From Neighboring Property.

“Owner” shall mean (when so capitalized) the Record holder of legal title to the fee simple interest in any Lot, but excluding those who hold such title merely as a security for the performance of an obligation. In the case of any Lot the fee simple title to which is vested of Record in a seller under a valid, recorded and outstanding Real Estate Contract, the Owner shall be deemed to be the purchaser under such Real Estate Contract. In the case of any Lot the fee simple title to which is vested of Record in a trustee, the Owner shall be deemed to be the trustee. An Owner shall include any Person who holds Record title to any Lot in joint ownership with any other Person or who holds an undivided fee interest in such Lot.

“Person” shall mean a natural person, corporation, partnership, limited liability company, trustee or any other legal entity.

“Plat” shall mean any subdivision plat Recorded with respect to any portion of the Property.

“Property” shall mean that certain real property located in the County of Leavenworth, State of Kansas, legally described in Exhibit “A” attached hereto.

“Purchaser” shall mean any Person, other than the Declarant, who becomes the Owner of a Lot, except for: (a) a Person, who purchases a lot and then leases it to the Declarant for use as a model in connection with the sale or lease of other Lots; or (b) a Person who, in addition to purchasing a Lot, is assigned any or all of the Declarant’s rights under this Declaration.

“Record,” “Recorded,” “Recording” or “Recordation” shall mean placing an instrument of public record in the office of the County Clerk of Leavenworth County, Kansas, and “Recorded” shall mean having been so placed of public record.

“Regular Assessment” shall mean the Assessments levied pursuant to Article V.

“Reserve Account” has the meaning set forth in Section 14.

“Reserve Contribution” has the meaning set forth in Section 15.

“Residence” shall mean any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

“Resident” shall mean each natural person occupying or residing in a Dwelling Unit.

“Rules” shall mean any rules and regulations regarding the Property adopted by the Board, as they may be amended from time to time.

“Special Assessment” shall mean any Assessment levied and assessed pursuant to this Declaration hereof.

“Tract” shall mean any portion of the Property which is subdivided as a separately divisible parcel of real property pursuant to a Plat, whether or not designated on the Plat as a “Tract”, “Parcel”, or other designation, but is not a Lot.

“Visible From Neighboring Property” shall mean, with respect to any given object, that such object is, or would be, visible to a Person six feet (6’) tall, standing on the same plane as the object being viewed at a distance of one hundred feet (100’) or less from the nearest boundary of the property being viewed.

“Working Capital Contribution” has the meaning set forth in Section 13.

Article II Declarations

1. Term. All of the protections, restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall be covenants running with the land and shall continue and remain in full force and effect at all times until January 1, 2040, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change, alter, amend or remove said Covenants in whole or in part.

2. Enforcement. All Persons who now own, or who may in the future own, Property subject of these covenants are specifically given the right to enforce these covenants through any proceeding, at law or in equity, against any person or persons, firms or corporations violating or

threatening to violate such covenants, and to recover any damages suffered by them from any violation thereof.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any other provisions, which at all times shall remain in full force and effect.

4. Architectural Review. No building, wall or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, compliance with this Declaration and location with respect to topography and site selection. Approval shall be as provided in Section 5 below.

5. Procedure. Owners shall submit plans and specifications to the Board. The Board's approval or disapproval as required in this Declaration shall be in writing, and given within ten (10) days of the submission of all required information. If no action is taken on the part of the Board within said ten (10) day period, the plans submitted are deemed to be approved.

6. Non-liability. Neither the Declarant nor the Board shall incur liability to anyone submitting plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve such plans. Anyone submitting plans for approval, by the submitting of such plans, and by acquiring title to any of the Property covered hereby, waives his claim for any such damages.

Article III

Residential Land Use and Building Type

1. General Restrictions. The following restrictions shall apply to all individual lots within the Property.

A. Only one single family dwelling on each Lot is permitted. No geodesic dome, cubical, or A-frame structures are permitted as Residences or for any other purposes. Two story homes are allowed ONLY with the express, written permission of the Board. No mobile home, single-wide or double-wide, manufactured housing or modular homes are permitted, whether or not they are permanently attached to the land and whether or not improvements are added to such mobile homes or manufactured housing or modular homes. Homes which are not built as a minimum of 75% on site will be prohibited.

B. No Residence shall be erected, altered, placed or permitted to remain on any Lot with fully enclosed living area of less than 1,200 square feet of heated area for all Lots in this subdivision, exclusive of garages and open porches. All Lots require a two car garage with the home.

C. All buildings or any part thereof shall be erected in compliance with the planning and zoning authority of the City of Lansing. At present, no building or any part thereof,

including garages, shall be erected on any Lot closer to the respective property line as follows for the respective designated Lot:

FRONT YARD SETBACK	20 FEET
SIDE STREET SETBACK	5 FEET
SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	15 FEET

D. All buildings constructed on the Property shall be of frame and stucco or other such materials as may be authorized by the Board. Garages, carports and permitted accessory buildings shall conform in material and design to the Dwelling to which they pertain. No metal storage buildings shall be allowed under any circumstance. The Dryvit color chart shall control as to colors allowed. The construction of each building must comply with provisions of the Leavenworth County Building Code or its comparable.

E. A grading plan showing finished elevations of areas to be graded, paved areas, building sites, retention or detention areas, retaining walls and other structures has been approved by the City of Lansing. No grading, land filling, excavating or other alteration will be done except pursuant to the approved plan or revision approved by the City of Lansing and by the Board.

F. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with Lots in the Property; except, home occupations may be permitted which would be in accordance with the codes of the City of Lansing. There shall be no fair, exhibition, festival, show or other activity which attracts or is intended to attract, divert or collect a large number of Persons. Such restrictions shall not prevent what is commonly known as "garage sales" or backyard parties conducted by Residents or their children living on the Property, provided such are only occasional.

G. No commercial kennel for pets is permitted. No animals, livestock, including horses, donkeys, mules, poultry or swine of any kind shall be raised, bred or kept on the Property. Pets are permitted, but each Owner is responsible for the cleaning and removal of excrement on the Owner's Property and any odor caused by pets of the Owner. Owners shall comply with the City of Lansing's "Pet Ordinance" and with City of Lansing nuisance and noise ordinances regarding barking dogs.

H. Any fence, wall, building or structure placed on the Property shall comply with the setback and zoning requirements of the City of Lansing and shall not impair the drainage function of the on-lot ponding areas as shown on the Plat. All perimeter walls and fences shall be placed on the property lines between Lots, except as provided in paragraph J. herein below. Retaining walls shall be party walls if placed on the common property line between two Lots and shall not be removed by either property Owner without the written consent of the other party and the Board. All Lots are required to have perimeter walls or fences constructed, except as provided in paragraph K. Such required walls must extend along the side lot lines from the rear most point of the dwelling to the rear lot line and along the rear lot line in its entirety. Other walls and fences are optional. The party walls shall be a minimum of forty-eight (48) inches in

height, except where otherwise physically limited to a lower height. The party walls shall be no more than six (6) feet in height measured above the highest grade. All party walls, perimeter walls and retaining walls in view from at least one side shall be constructed of rock or stone in conformance with local standards, materials and styles and shall be of a yellow, reddish, or tan color rather than gray in color. Those walls not on the property line forming the "return" from the Residence or courtyard and patio walls tied to the Residence may be of the same material used in the Residence construction, however, being subject to approval by the Board. Party walls shall be paid for pro rata by the respective abutting property Owner(s). Except for the required retaining walls, the following requirements shall be applied to fences or walls.

(1) No fence or wall may be erected, placed or altered, relocated or removed without the express written consent of the Board.

(2) In the event any such party wall which does not form a structural part of a dwelling or garage is damaged or destroyed by some cause, including ordinary wear and tear and deterioration from lapse of time, other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family, then in such event all such adjoining Owners shall proceed forthwith to rebuild or repair the wall to as good a condition as existed formerly at their joint and pro rata expense.

(3) In addition to meeting the other requirements of this Declaration and of any building code or similar regulation or ordinance, any Owner proposing to modify, make additions to or rebuild a party wall in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

(4) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of costs thereof, the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event that one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said party shall have the right and power to choose three arbitrators.

I. Perimeter Lots, being those Lots having side lot lines and/or rear lots lines, which are not dividing lines between Lots, but form, in part, the perimeter lines of the respective subdivision, along drainage ways, city streets, etc., shall have walls or fences constructed along said perimeter lines completely within the perimeter lot lines and said perimeter walls shall not be party walls. All the remaining provisions of this Article III regarding setback requirements, requirements of walls to be constructed, height, materials, color and repair of walls shall apply to perimeter walls.

J. Lot Owners who are not licensed general contractors and who do not construct dwellings on a Lot owned by them, are not exempt from the requirements of these covenants regarding construction of perimeter and party walls and fences and joint and pro rata obligations

concerning party walls. Such walls, as well as sidewalks, shall be constructed at the time each adjacent Lot is developed or built upon by the adjacent Lot Owner. Lot Owners who are licensed general contractors and who do not construct dwellings on a Lot owned by them, must construct required perimeter and party walls within sixty (60) days of the completion of construction of the Dwelling on an adjacent Lot.

K. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any residential Lot or on any building erected thereon, other than one (1) nameplate of the occupant of any Residence upon which his or her professional or occupational title may be added, and provided no such sign shall be lighted. Provided that permission is granted for the erection and Maintenance of not more than one signboard to each building site during the course of construction of a new single-family Dwelling and upon its completion, during the course of its initial sale, or resale, which signboard shall not exceed six (6) square feet. Notwithstanding anything herein contained to the contrary, nothing herein shall be construed to prevent the Declarant or Builder from erecting, placing or maintaining sign structures and offices as may be determined necessary by the Declarant or Builder to promote sale and development of Lots within the Property.

L. No Owner may alter the exterior design of building, fences or walls on the Property unless the plans have been reviewed and approved by the Board. Alteration of exterior design shall include a change in color, texture and decoration or appearance of the exterior structures and walls.

M. No transmission towers or microwave equipment shall be erected or placed on the Property. Television or radio receiving antennae, satellite dishes, solar equipment or other devices must be located in the Owner's rear yard or on the roof of the Residence and in either location **must be substantially shielded from view** from the street and other properties in the vicinity and must not interfere with the reception or signal of the neighboring properties.

N. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No burning of trash or refuse shall be permitted on any Lot or at any site within the Property.

O. No structure of a temporary character, mobile home, trailer, automobiles not in use, semi tractor, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot or upon streets within the Property at any time as a residence or place of business, either temporarily or permanently. Boats, campers, other trailers, recreational and similar vehicles or equipment shall be located to the rear of the closest front wall of the Residence, must be screened from view from other property Owners and must comply with City of Lansing ordinances.

P. Construction of a home must be started within twenty-four (24) months after the date of closing on the Lot. All construction, once started, must be completed within twenty-four (24) months.

Q. No Lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, nor for the storage of any other property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. Nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

R. No oil drilling, oil development operations, oil refining, quarrying or mining of thermal operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in, under, or upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion of the Property.

S. Tin or other sheet metal, chain link, wire or barbed wire fences are specifically prohibited, except chain link or wire fences may be constructed for dog runs or other purposes to the rear of the front wall of the Residence when located within and enclosed by a permitted exterior fence. The fence for such runs shall be a minimum of one (1) foot lower in height than the exterior perimeter rock wall. All exterior clothes lines shall be placed within fenced and walled areas and screened from view.

T. No elevated tanks of any kind shall be erected, placed or permitted on the Property. Any tanks for use in connection with any residence constructed on said Property, including tanks for the storage of gas, fuel oil, gasoline or oil must be buried or walled in sufficiently to conceal them from view from neighboring lots, properties or streets. Vehicles under extensive repair, storage files and construction materials shall be stored only in the garage or within walls which will conceal them from the view from neighboring Lots, properties or streets.

U. Further subdividing Lots is not allowed.

V. All new utility connections shall be placed underground.

W. Unless a more restrictive provision is imposed by this Declaration, the restrictions of the City of Lansing shall limit the use and development of each Lot or property.

2. Landscaping.

A. The Board shall review and approve all landscaping plans for all front yards and side yards facing streets on corner Lots and same must be landscaped within ninety (90) days of completion of a Residence on the respective property or Lot whether by the Builder or the Owner.

B. A sufficiently visible amount of foliage may be present on each Lot if desired. The Board shall be the final authority as to the acceptability of landscaping, in its sole and absolute discretion. The following criteria shall be used as a guideline:

One (1) broadleaf tree. Examples of typical trees are: Seedless locust, ash and similar varieties. Fruit bearing or fruitless mulberry trees are specifically excluded in this subdivision or on this Property.

One (1) intermediate size shrub or bush. Examples are: Photinia, Texas sage, oleander, Indian hawthorne, pyracantha, forsythia, spirea, flowering quince, honeysuckle, sumac, pomegranate and similar varieties.

Five (5) lower foundation plantings or shrubs. Examples are: Many of the above shrubs in a dwarf variety, Nandina, rosemary, mock orange, blue chip and tam junipers and similar varieties.

An assortment of other hardy drought resistant broadleaf plantings, cacti, yucca, cholla, agave, century plant, ocotillo and similar plantings are acceptable and encouraged in addition to the above plantings.

C. Any time a substantial change, alteration or modification is made to the front yard or side yard of a Lot relative to landscaping, the Board must approve such change, modification or alteration. Excluded shall be the instance where plants, trees, shrubs or other landscaping may die, be destroyed, removed or similarly caused to be reduced in quantity and as such require replanting or replacement according to the same rules as applied to the initial planting requirements above set forth.

D. **In no instance shall the Owner or Builder of a purchased Lot be permitted to throw or deposit unused construction materials, landscaping materials, rocks and/or any other debris onto another Lot.** If determined to have happened, the Board will give such owner or builder 24 hours to remove the debris. After this time, the cleanup will be performed by the Board or Board's agent and the cost will be charged to the offending Owner at the rate of \$100 per hour labor charges plus any other expenses associated with the cleanup.

Article IV Easements, Storm Drainage and Support Structures

Easements for installation and Maintenance of utilities, drainage and streets are reserved as shown on the recorded Plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities or streets. Within each drainage easement, no temporary or permanent structure shall be placed and no structure or planting or movement of material shall be permitted which may interfere with the direction of flow in the drainage channels in the easements unless approval is first obtained from the City of Lansing.

Article V Homeowners Association

1. **Formation.** The Association has been formed for the purpose of benefiting the Property, the Owners, and the Residents. The Association may (a) acquire, operate, manage and maintain

any Common Areas, (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder, and (c) as the agent and representative of the Members of the Association and of the Owners and Residents of the Property, administer and enforce this Declaration. The Association is a Kansas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. The Association shall have all of the common law and statutory power conferred upon nonprofit corporations under Kansas law and all power necessary and desirable to perform the Association's duties and obligations. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall not be dissolved unless another entity has agreed to assume the obligations of the Association under this Declaration with respect to the operation and Maintenance of the Areas of Association Responsibility.

2. Board of Directors. The affairs of the Association shall be conducted by the Board, elected in accordance with this Declaration and the Articles and Bylaws, and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The members of the initial Board shall be appointed by the Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots, and any additional Lots that may be added to the Monroe Manor Subdivision, to Owners other than Declarant or Builder, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots and any additional Lots that may be added to the Monroe Manor Subdivision, to Owners other than Declarant or Builder, no less than thirty-three percent (33%) of the members of the Board shall be elected by Owners other than Declarant. Not later than the termination of the Declarant Control Period, the Owners shall elect a board of at least three members, at least a majority of whom shall be Owners. The Board may appoint various committees and may appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association. Notwithstanding anything contained in the foregoing or elsewhere in this Declaration to the contrary, the Declarant shall have the right to designate and to determine the compensation to be paid to the initial manager for the Association. Unless the Community Documents or the Act specifically require the vote or consent of the Members, the Board may do or cause to be done any act on behalf of the Association.

3. Personal Liability. No member of the Board or of any committee of the Association, no officer of this Association, no Declarant, and no manager or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damages, costs, fees (including, without limitation, attorney fees), loss, or prejudice suffered or claimed on account of any act, omission error, or negligence of the Association, the Board, the manager, any representative or employee of the Association or any committee, committee member, or officer of the Association.

4. Membership. Each Owner of a Lot shall automatically be a Member of the Association, and shall remain a Member of the Association until such time as his or her ownership ceases for any reason, at which time membership in the Association shall automatically cease. Each such

Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable, and joint ownership or ownership of undivided interests in any real property which establishes a Membership shall not cause there to be more Memberships than the number established herein. Each Member shall have one (1) Membership for each Lot owned by such Owner within the Property as shown on any Plat. Notwithstanding the fact that Owners of Tracts shall be subject to the Covenants contained in this Declaration which are specifically applicable to the Tracts, Owners of Tracts shall not be Members of the Association. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. Cumulative voting is not permitted.

5. Creation of Assessment Right and Personal Obligation of Assessments. In order to provide funds to enable the Association to meet its obligations, there is hereby created a right of assessment exercisable on behalf of the Association by the Board. Assessments shall be imposed for the purpose of paying Common Expenses and to establish reserves as hereinafter provided, and shall be allocated equally among all Lots. The Association shall have the right to impose Assessments for the purpose of paying all Common Expenses of the Association, which shall include without limitation, all costs incurred in connection with the acquisition, ownership, Maintenance, provision, and operation of Areas of Association Responsibility. The Assessments, together with interest, late charges and all costs (including but not limited to reasonable attorneys' fees and collection costs) incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. No Regular Assessment or Special Assessment shall be levied against any Lot owned by the Declarant. The initial Regular Assessment shall be \$300.00 per year, until the Board votes to change it. Each Owner, by acceptance of his, her or its deed with respect to a Lot, is deemed to covenant and agree to pay the Assessments with respect to such Owner's Lot. Each Owner failing to pay an Assessment within fifteen (15) days of the date that the Assessment is due shall also pay a late charge as set by the Board from time to time. The initial late charge shall be greater of Ten Dollars (\$10.00) per month or ten percent (10%) of the unpaid Assessment. Late charges shall be subject to any limitations imposed by the Act or other applicable law. An Owner failing to pay an Assessment when due shall also pay all costs and attorneys' fees incurred by the Association in seeking to collect such Assessments and other amounts. No Owner shall be relieved of the obligation to pay any of the Assessments by abandoning or not using his, her, or its Lot or the Common Areas, or by leasing or otherwise transferring occupancy rights with respect to his, her, or its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot and with written notice to the Board, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, the Articles or the Bylaws.

6. Lien for Assessments. There is hereby created and established a lien in favor of the Association against each Lot which shall secure payment of all present and future Assessments assessed or levied against such Lot or the Owner thereof (together with any other amounts levied against such Lot or the Owner thereof pursuant to this Declaration or the Articles, the Bylaws or

the Rules) (the “Assessment Lien”). It shall be the duty of every Owner to pay all Assessments with respect to the Owner’s Lot in the manner provided herein. Such Assessments, together with interest and costs of collection as provided for herein and in this Declaration, shall, until paid, be a charge and continuing servitude and lien upon the Lot against which such Assessments are made; provided, however, that the lien for such Assessments shall be subordinate to only those matters identified in this Declaration. An Assessment Lien shall be prior and superior to all other liens affecting the Lot in question, except: (a) taxes, bonds, assessments and other levies, which by law, are superior thereto and (b) the lien or charge of any First Mortgage made in good faith and for value. The Recording of this Declaration constitutes record notice and perfection of the Assessment Lien. Such Assessment Liens may be foreclosed in the manner provided by law for the foreclosure of mortgages. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided for in this Declaration or the Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments, interest thereon, costs of collection thereof, and reasonable collection agency fees and attorneys’ fees and costs. The sale or transfer of any Lot shall not affect the Assessment Lien; provided however, that the sale or transfer of any Lot pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any Assessments becoming due after such sale or transfer, or from the lien thereof. The Association shall have the power to bid for any Lot at any sale to foreclose the Association’s lien on the Lot, and to acquire and hold, lease, mortgage, and convey the same. During the period the Lot is owned by the Association, no right to vote shall be exercised with respect to that Lot and no Assessment shall be assessed or levied on or with respect to that Lot; provided, however, that the Association’s acquisition and ownership of a Lot under such circumstances shall not be deemed to convert the same into Common Areas. Recording of this Declaration constitutes record notice and perfection of the liens established hereby, and further Recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board shall have the option to Record written notices of claims of lien in such circumstances as the Board may deem appropriate).

7. Effect of Nonpayment of Assessments; Remedies of the Association. In addition to the rights and remedies of the Association set forth in Section 6 above, the Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien Recording fees, reasonable attorneys’ fees and any other sums due to the Association (all such amounts are collectively referred to herein as the “Delinquent Amount”) in any manner allowed by law including, but not limited to, exercise of the following:

(a) Suspension of Rights. The Board may suspend for the entire period during which a Delinquent Amount remains unpaid the obligated Owner’s voting rights and rights to use and enjoy the Common Areas, to the extent permitted by the Act.

(b) Collection of Delinquent Amount. The Board may institute an action at law for a money judgment or any other proceeding to recover the Delinquent Amount.

(c) Recording of Notice. The Board may Record a notice of lien setting forth the name of the delinquent Owner as shown in the records of the Association, the legal description

or street address of the Lot against which the Notice of Lien is Recorded and the Delinquent Amount, including accrued interest, accrued collection costs, lien recording fees, and attorneys' fees as provided in this Declaration. The Board may establish a fixed fee to reimburse the Association or its representative for the cost of Recording the notice, processing the delinquency, and Recording a notice of satisfaction of the lien. Before Recording a notice of lien against a Lot, the Association shall make a written demand to the defaulting Owner for payment of the Delinquent Amount and all other amounts secured by the Assessment Lien. Each default shall constitute a separate basis for a demand, but any number of defaults may be included within the single demand. The Association shall not be obligated to release the Assessment Lien until the entire Delinquent Amount payable by the Owner of the Lot has been paid in full.

8. Judgments. The Association shall be entitled to maintain suit to recover a money judgment for unpaid Assessments without a foreclosure of the lien for such Assessments, and the same shall not constitute a waiver of the lien for such Assessments.

9. Computation of Regular Assessments; Annual Budget. Regular Assessments shall commence as to each Lot on the date of the initial conveyance of a Lot by a Builder to an Owner other than Builder or Declarant. The initial Regular Assessment shall be prorated according to the number of months remaining in the calendar year within which the Regular Assessment actually commences. At least sixty (60) days in prior to the commencement of the Assessment Period, which shall be determined by the Board, the Board shall prepare and adopt a budget of the estimated Common Expenses for the next Assessment Period, including any contribution to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Assessments, or other amounts to be generated through Assessments against the Lots. The Regular Assessments shall include contributions to the Reserve Account described below. Based on the budget adopted by the Board, the Board shall assess against each Assessable Lot a Regular Assessment. The Regular Assessment shall be the same for each Assessable Lot. The amount of increase, if any, in the Regular Assessment from one Assessment Period to the next Assessment Period shall be subject to such limitations as may be imposed by Kansas law. When adopted by the Board, the Board shall make the annual budget available to the Members of the Association. The Board shall give notice of the Regular Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Regular Assessment established by the Board and shall not relieve any Owner from its obligation to pay the Regular Assessment. If the Board fails to adopt a budget for any Assessment Period at least sixty (60) days in advance, then the current Regular Assessment amount shall apply until the Board establishes the Regular Assessment for each subsequent Assessment Period. Except as provided in this Declaration, neither the budget nor any Annual Assessment levied pursuant thereto shall be required to be approved by the Members.

If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will become, inadequate to meet all Common Expenses for any reason, including without limitation, nonpayment of Assessments by Members, the Board may amend the budget and increase the Regular Assessment for that Assessment Period (subject to

such limitations as may be imposed by Kansas law) and the revised Regular Assessment shall commence on the date designated by the Board.

10. Maximum Annual Assessment. The Assessments provided for in this Declaration shall not at any time exceed the "Maximum Annual Assessment," as determined in accordance with this Section. For the fiscal year ending December 31 of the year in which the Common Areas are conveyed to the Association, the Maximum Annual Assessment applicable to the Lots shall be \$300.00 per year. Thereafter, except as provided below, unless a greater increase is approved by a vote of at least fifty-one percent (51%) of the votes of Members represented in Person or by proxy at a meeting of Members called for such purpose at which a quorum is present, the Maximum Annual Assessment for any fiscal year shall be equal to the Maximum Annual Assessment for the immediately preceding fiscal year increased at a rate equal to or less than twenty percent (20%) of the previous Annual Assessment. Further, notwithstanding the foregoing, the Board may, without the approval of the Members, increase the Maximum Annual Assessment for any fiscal year by an amount sufficient to permit the Board to meet any increases over the preceding fiscal year in: (a) premiums for any insurance coverage required by this Declaration to be maintained by the Association, (b) charges for Maintenance of Common Areas, and (c) charges for utility services necessary to the Association's performance of its obligations under this Declaration, notwithstanding the fact that the resulting increase in the Maximum Annual Assessment is greater than otherwise permitted under the third sentence of this Section.

11. Special Assessments. The Association may, in addition to the Annual Assessments, levy a Special Assessment but only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of Improvements owned by the Association or for defraying other extraordinary expenses, provided, however, that such Special Assessment must be approved by at least two-thirds (2/3) of the votes entitled to be cast by the Members voting in Person or by proxy at a meeting of the Association duly called for such purpose at which a quorum is present. Special Assessments shall be assessed uniformly among the Owners.

12. Working Capital Contribution. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Person who acquires a Lot together with a completed Dwelling Unit constructed thereon shall pay to the Association immediately upon becoming the Owner of such Lot a sum equal to one-sixth (1/6th) of the current Annual Assessment for such Lot (the "Working Capital Contribution"). Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this Declaration. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of the Annual Assessment or any other Assessments levied by the Association pursuant to this Declaration. Payments made pursuant to this Section shall not be used in calculating the Maximum Annual Assessment pursuant to this Declaration hereof. Payment of Working Capital Contribution pursuant to this Section are secured by the Assessment Lien and are in addition to any other fees payable pursuant to the Community Documents and any other fees payable at the close of escrow.

No Working Capital Contribution shall be payable with respect to: (a) the transfer or conveyance of a Lot by devise or intestate succession; (b) a transfer or conveyance of a Lot to a family trust,

family limited partnership, or other Person for bona fide estate planning purposes; (c) a transfer or conveyance of a Lot to a corporation, partnership, or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the Working Capital Contribution in which event a Working Capital Contribution shall be payable with respect to such transfer or conveyance; (d) the conveyance of a Lot by a trustee's deed following a trustee's sale under a deed of trust; or (e) a conveyance of a Lot as a result of the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded real estate contract.

13. Reserves; Reserve Account. The Board shall establish reserves for the future periodic Maintenance, repair, or replacement of the major components of the Areas of Association Responsibility. The reserves may be funded from regular Assessments, the Working Capital Contributions paid pursuant to this Declaration, the Reserve Contributions paid pursuant to this Declaration or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board in a separate bank account (the "Reserve Account") to be held for the purpose for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Unless the Association is exempt from federal or State taxes, all reserves shall be accounted for as contributions to the capital of the Association and segregated from the regular income of the Association or in any other manner authorized by law or regulation of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association. Funds in the Reserve Account may only be used to pay costs and expenses related to the periodic Maintenance, repair, and replacement of the Areas of Association Responsibility, unless the expenditure of any or all of the funds in the Reserve Account for other purposes is approved by the vote of Owners holding at least two-thirds (2/3) of the votes in the Association. Notwithstanding any other provision of this Section to the contrary, any funds held in the Reserve Account which are in excess of the funds reasonably necessary for the future repair and replacement of the major components of the Areas of Association Responsibility or Common Areas, as determined by the Board in its sole discretion, may be used for any purpose permitted by this Declaration.

14. Reserve Contribution. Except as otherwise provided in the Section, each Purchaser (other than the Declarant or a Builder) shall pay to the Association, immediately upon becoming the Owner of the Lot, a contribution to the reserves of the Association for the periodic Maintenance, repair, and replacement of the major components of the Areas of Association Responsibility or Common Areas (the "Reserve Contribution"). The amount of the initial Reserve Contribution shall be set by the Board prior to the conveyance of the first Lot to a Purchaser. The Board may from time to time thereafter increase or decrease the amount of the Reserve Contribution, but the amount of the Reserve Contribution may not be increased by the Board by more than twenty percent (20%) during any year without the approval of Members holding more than fifty percent (50%) of the votes in the Association.

No Reserve Contribution shall be payable with respect to: (a) the transfer or conveyance of a/or a Lot by devise or intestate succession; (b) a transfer or conveyance of a Lot to a family trust, family limited partnership, or other Person for bonafide estate planning purposes; (c) a transfer or conveyance of a Lot to a corporation, partnership, or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the

transfer or conveyance was to avoid payment of the Reserve Contribution in which event a Reserve Contribution shall be payable with respect to such transfer or conveyance; (d) the conveyance of a Lot by a trustee's deed following a trustee's sale under a deed of trust, or (3) the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded Real Estate Contract.

All Reserve Contributions shall be deposited in the Reserve Account established pursuant to this Declaration. Reserve Contributions shall be non-refundable and shall not be considered as an advance payment of Assessments. Reserve Contributions payable pursuant to this Section are secured by the Assessment Lien and are in addition to any other fees provided for in the Community Documents and any other fees to be paid at the close of escrow.

15. Use Of Funds. The Association shall apply all funds and property collected and received by it (including the Annual Assessments, Special Assessments, Reserve Contributions, fees, loan proceeds, surplus funds, and all funds and property received by it from any other source) for the common good and benefit of the Property and the Members and Residents by devoting said funds and property, among other things, to the payment of all Common Expenses.

16. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as is necessary or appropriate; provided, however, that no portion of the Common Areas shall be mortgaged or otherwise encumbered without the approval of at least two-thirds (2/3) of the Members (and the Declarant during the Declarant Control Period).

17. Surplus Funds. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, Special Assessments, Reserve Contributions, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

18. Insurance Coverage. The Association shall maintain insurance against liability incurred as a result of death or injury to Persons or damage to property on the Areas of Association Responsibility, directors' and officers' liability insurance, and/or such other insurance as the Board determines appropriate with the amount and type of coverage to be determined by the Board. The premiums payable by the Association for such insurance shall be part of the Common Expenses. Such insurance may include, without limitation, any of the following:

(a) Comprehensive general liability insurance, including medical payments insurance, in amounts determined by the Board, but not less than \$1,000,000, which shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, and Maintenance of the Areas of Association Responsibility including the Common Areas.

(b) Property/Casualty loss insurance on all Improvements in Areas of Association Responsibility, insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of such Improvements, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from a property policy.

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of the State of Kansas.

(d) Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association and its Members.

The insurance policies obtained by the Association shall to the extent reasonably available, contain the following provisions:

(i) There shall be no subrogation with respect to the Association, its agents, servants or employees with respect to any Owner or Resident;

(ii) No act or omission of any Member, unless acting within the scope of such Member's authority on behalf of the Association, will void the policy or be a condition of recovery on the policy;

(iii) The coverage afforded by any such policy shall not be brought into contribution or proration with any insurance which may be purchased by any Member or their mortgagees or beneficiaries under deeds of trust;

(iv) A severability-of-interest endorsement which shall preclude the insurer from denying the claim of any Member because of the negligent acts of the Association or other Members; and

(v) A statement of the name of the insured as the Association.

19. Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue a certificated or a memorandum of insurance to the Association and, upon request of the Board, to any mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each mortgagee or beneficiary under a deed of trust to who certificates of insurance have been issued.

20. Payment of Insurance Proceeds. With respect to any loss to any Areas of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Board, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of this Declaration, the proceeds shall be disbursed for the repair or

restoration of the damage to the Area of Association Responsibility. The Board is irrevocably appointed and authorized by the Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board shall have full and complete power to act for the Association in this regard and may, in its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the Trustee shall have authority to negotiate losses under any policy purchased by the Association.

21. Repair and Replacement of Damaged or Destroyed Property. Any portion of the any Area of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance, or the Owners representing at least eighty percent (80%) of the total authorized votes in the Association vote not to repair or replace the damaged or destroyed Improvements. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association.

If the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be retained by the Association as an additional capital reserve.

22. Individual Responsibility; Disclaimer or Liability. It shall be the responsibility of each Owner and Resident to provide insurance for such Owner's or Resident's real or personal property interests on or within the Property, including, but not limited to, additions and improvements thereto, furnishings and personal property thereon, and for personal liability. No Person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the insurance maintained by the Association in the event of damage to the Improvements or fixtures on the Areas of Association Responsibility. The Association, any Board member, and Declarant shall not be liable to any Person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or the amount of such insurance is not adequate.

23. Maintenance of Areas of Association Responsibility. The Association shall be responsible for the management and Maintenance of the Areas of Association Responsibility, and all Improvements located thereon, except for any part of the Areas of Association Responsibility which any governmental entity is maintaining or is obligated to maintain. The Association shall use commercially reasonable efforts in providing for the repair, management, and Maintenance of the Areas of Association Responsibility. The Board, however, shall be the sole judge as to the appropriate level of Maintenance of all Areas of Association Responsibility by the Association. Any cooperative action necessary or appropriate to the proper Maintenance of the Areas of Association Responsibility shall be taken by the Board or by its duly delegated representative. Notwithstanding any duty the Association may have to maintain and repair the Areas of Association Responsibility, neither the Association nor Declarant shall be liable for injury or damage caused by any latent condition or by any Member, Owner, Resident, or other

Person. Neither the Association nor the Declarant shall be liable to any Person for any claim, injury, or damage arising from the use of the Areas of Association Responsibility, which shall be used at the risk of the user. Declarant has no duty or obligation to maintain, operate, manage, or repair the Areas of Association Responsibility.

No Owner, Resident, or other Person shall construct or install any Improvements on the Areas of Association Responsibility or alter, modify, or remove any Improvements situated on the Areas of Association responsibility without the written approval of the Board. No Owner, Resident or other Person shall obstruct or interfere with the Association in the performance of the Association's management or Maintenance of the Areas of Association Responsibility, and the improvements located thereon.

The Board may cause the Association to contract with others for the performance of the Maintenance and other obligations of the Association under this Article.

24. Assessment of Certain Costs of Maintenance and Repair of Common Areas and Public Areas. In the event that the need for maintenance or repair of Areas of Association Responsibility is caused through the act of any Owner or Resident or an Owner's or Resident's family, guests, tenants, or invitees, the cost of such maintenance or repairs shall be due within thirty (30) days of notice from the Board and shall be added to, and become a part of, the Assessment to which such Owner's or Resident's Lot is subject, and shall be secured by the Assessment Lien, provided that prior to submitting a bill for such costs, the Board shall cause a notice to be sent to the Owner of the Lot specifying the maintenance or repairs and Owner shall have the right to object to such Owner's responsibility. Following the Board's consideration of such objection, the Board may absolve the Owner or demand that the Owner pay the bill within the thirty (30) day period provided above. The decision of the Board shall be final and binding. Any charges or fees to be paid by the Owner of the Lot in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

25. Improper Maintenance and Use of Lots and Tracts. In the event any portion of any Lot or Tract is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots, Tracts, or other areas of the Property, or in the event any portion of a Lot or Tract is being used in a manner which violates this Declaration, or in the event the Owner of any Lot or Tract is failing to perform any of its obligations under this Declaration or the Rules, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If, at the expiration of said fourteen (14) day period of time, the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken (either by undertaking such corrective action) and the cost thereof, together with any attorneys' fees expended by the Association in connection therewith, shall be added to and become a part of the Assessment to which the offending Owner's Lot or Tract is subject, if any, and shall be secured by the Assessment Lien.

26. Association's Rights of Enforcement. The Declarant, for so long as it owns any real property within the Property, and the Association as the agent and representative of the Members, shall each have their right to enforce the provisions of this Declaration. However, if the Declarant or the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce them on behalf of the Association, by any appropriate action, whether in law or in equity, but not at the expense of the Association, provided that, if the Board, in its business judgment, deems it inappropriate under the circumstances, such enforcement shall not be required, and no Member may bring an action against the Board or Declarant for failure to enforce the Community Documents without joining as claimants at least twenty percent (20%) of the Members, and without complying with the provisions contained in this Declaration. Any Member may enforce the provisions of this Declaration at any time by any appropriate action and whether or not Declarant and/or the Association takes any action to enforce the provisions of this Declaration.

The Association may enforce the Community Documents in any manner provided for in the Community Documents or by law or in equity, including, but not limited to:

- (a) Imposing reasonable monetary fines after notice and opportunity to be heard is given to the Owner or another violator. An Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Resident or the Owner's Lot or by any guest or invitee of the Owner or any Lessee or Resident;
- (b) suspending an Owner's right to vote;
- (c) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from the Lot;
- (d) exercising self-help or taking action to abate any violation of the Community Documents in a non-emergency situation;
- (e) requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;
- (f) without liability to any Person, prohibiting any contractor, subcontractor, agent employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration or the Rules from continuing or performing any further activities in the Property;
- (g) towing vehicles which are parked in violation of this Declaration or the Rules;

(h) filing a suit at law or in equity to enjoin a violation of the Community Documents, to compel compliance with the Community Documents to recover fines or money damages or to obtain such other relief as to which the Association may be entitled;

(i) recording a written notice of violation to any Owner or Resident of any restriction or other provision of the Community Documents. The notice shall be executed by an officer of the Association and shall contain substantially the same following information; the name of the Owner or Resident violating or responsible for the violation of the Community Documents; the legal description of the Lot against which the notice is being Recorded; a brief description of the nature of the violation; a statement that the notice is being Recorded by the Association pursuant to this Declaration; and a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and Resident, and any subsequent purchaser of the Lot, that there is such a violation. Failure by the Association to Record a notice of violation shall not constitute any evidence that no violation exists with response to a particular Lot or constitute a waiver of any right of the Association to enforce the Community Documents.

The Association shall not be obligated to take any enforcement action if the Board determines, in its sole discretion, that because of the strength of the Association's possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board enforcement action would not be appropriate or in the best interest of the Association.

27. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one (1) or more directors or officers of the Association, or members of any committee, is employed by, or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer, or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above, or grant or deny any approval sought by the Declarant or its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract transaction, or approval with like force and effect as if he were not so interested.

28. Fines. The Association, acting through the Board, shall have the right to adopt a schedule of fines for the violation of any provision of the Community Documents, including the Rules, by any Owner or Resident. No fine shall be imposed, however, without first providing a written warning to the Owner or Resident in question describing the violation and stating that the failure to stop such violation within no less than ten (10) days, or in the event of a recurrence of the same violation within six (6) months of the original violation, shall make the Owner or Resident, as applicable, subject to the imposition of a fine. All Owners shall be given an opportunity to be heard regarding the imposition of a fine prior to the levying of a fine. All fines imposed by the Association shall be paid within thirty (30) days following imposition, and shall accrue interest

at a per-annum rate equal to twelve percent (12%) thereafter, and shall be secured by the Assessment Lien.

29. Board of Directors Power to Enforce. The Board shall have the authority to enforce all uses and restrictions contained in this Declaration or the Rules. The Board shall act as the final arbiter of any dispute related to the uses and restrictions contained in this Declaration and any Rules enacted by the Board under this Declaration. The Board shall act as the final interpreter of any of the provisions in this Declaration or the Rules. Nothing contained in this Section shall limit the Association's right to file legal actions for the collection of Assessments, or to enjoin violations.

(a) Any Owner shall submit a written request to the Board for arbitration related to any dispute (except collection of Assessments).

(b) Within thirty (30) days of the Board's receipt of an Owner's written request for an arbitration hearing, the Board shall set the matter for an arbitration hearing. The Board shall notify the Owner of the hearing date and time in writing.

(c) The Board shall issue its award within thirty (30) days after the date of the hearing.

30. Board Discretion to Regulate the Appeal Process. The Board shall regulate hearing procedures in its discretion on a case-by-case basis. In no event shall the Board prohibit the Owner from testifying at the hearing. The Board shall admit such witness testimony and physical evidence as the Board deems relevant and noncumulative. The Owner shall have the right to cross-examine witnesses and to be represented by counsel. The Board shall have the right to issue subpoenas for witnesses, books, records, and documents to the fullest extent permitted under Kansas law. Any award pursuant to this Article is final and binding upon the Owner and may not be subject to judicial challenge.

Article VI Miscellaneous Provisions

1. Each grantee of a Lot within the Property, by the acceptance of a deed of conveyance or by signing this Declaration, accepts the same subject to all restrictions, conditions, covenants, reservations and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights and benefits hereby granted, created, reserved or declared, and all obligations hereby imposed shall be covenants running with the land and shall bind any Person having at any time any interest or estate in the land and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

2. Breach of any of the provisions of this Declaration by any Owner or Resident shall not affect any mortgage or other lien which in good faith may be existing at the time upon such Owner's or Resident's Lot or any Improvements thereon.

3. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. Any provision hereof may be changed, amended or rescinded by written instrument setting forth such amendment which has been approved by (a) the Declarant and Builder (for so long as Declarant or Builder owns any Lot or Tract within the Property) and (b) by owners (other than Declarant or Builder) of seventy-five (75%) percent of the Lots and executed by a duly authorized officer of the Association.

5. Any amendment, change, modification or rescission of this Declaration shall be effective only when filed for record in the office of the County Clerk of Leavenworth County, Kansas. No amendment, change, modification or rescission of any provision of this Declaration shall be valid or effective if such amendment, change, modification or rescission violates or conflicts with any applicable law of the State of Kansas.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date set forth below.

CIRCLE H HOLDINGS, LLC,
a Nevada limited liability company

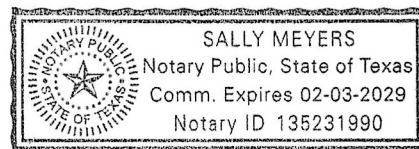
By: [Signature]
Name: Roman L. Haehn
Title: Owner & Managing Partner

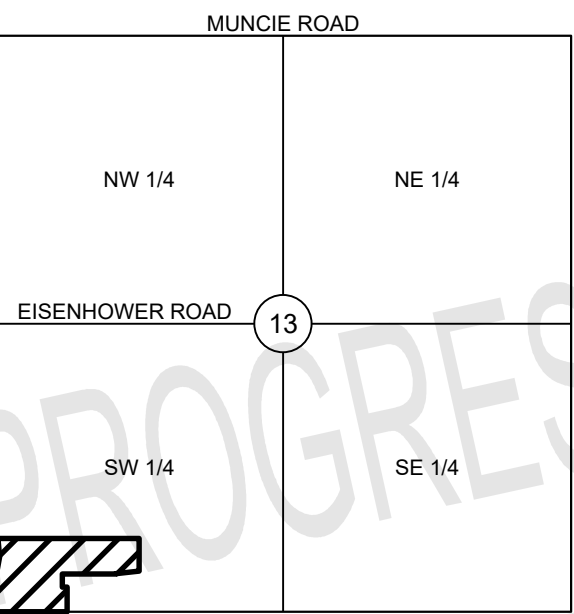
State of Texas)
) ss.
County of Denton)

2025 The foregoing instrument was acknowledged before me this 11TH day of Sept,
2024, by Roman L. Haehn, Manager of Circle H Holdings, LLC, a Nevada limited liability company.

Sally Meyers
Notary Public

My Commission Expires:
02/03/2029



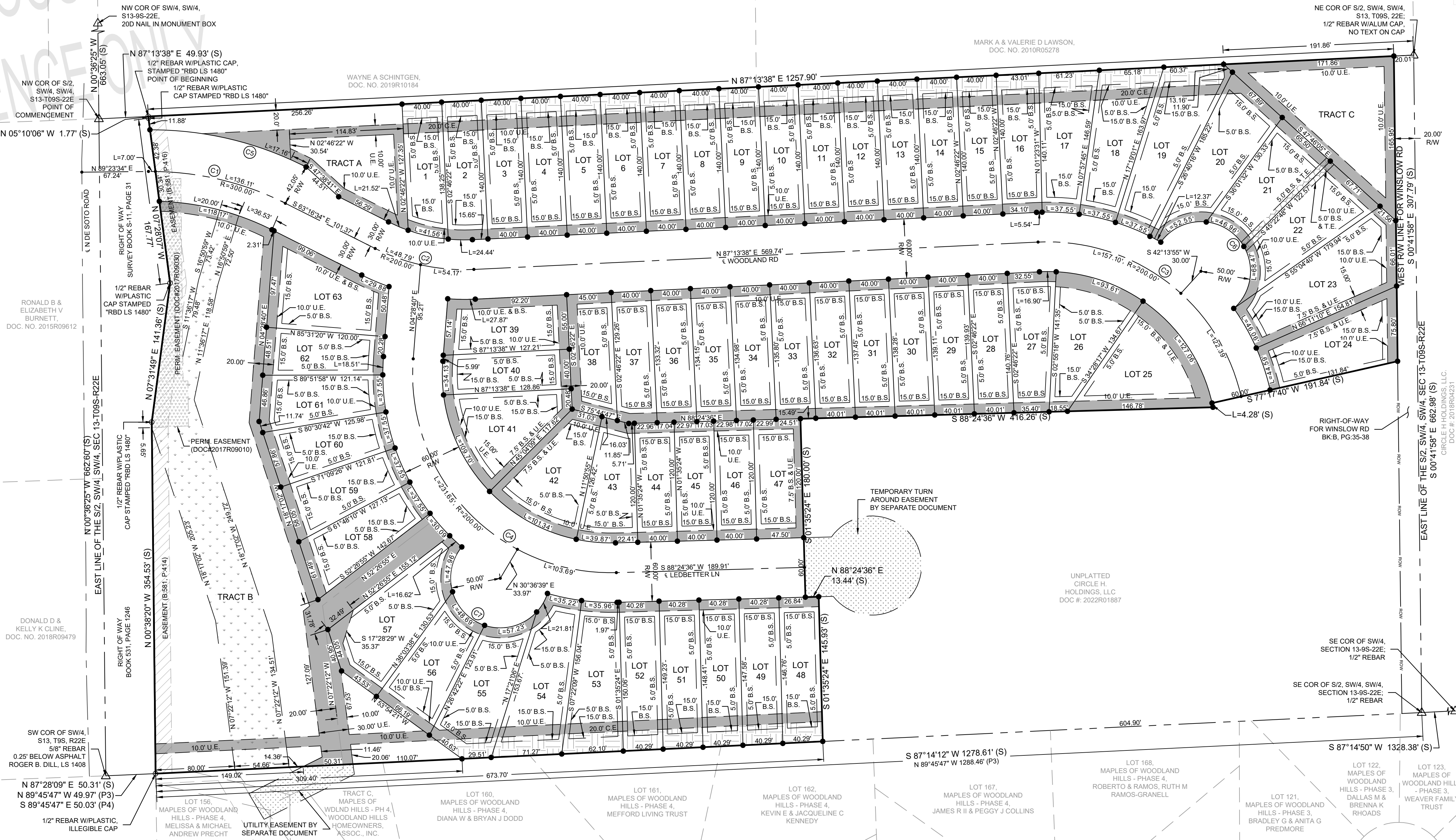


VICINITY MAP
Section 13, T09S, R22E
Leavenworth County, Kansas

LEGEND

- Monument Found (1/2" Rebar),
Origin: Unknown unless otherwise noted
- 1/2"x24" Rebar w/CLS66 Cap Set
- ▲ Section Corner, NOTE: All section corner monument
origins are unknown unless otherwise noted.
- ① Curve Number
- (S) Surveyed Dimension
- (P3) The Maples of Woodland Hills - Phase 3 Dimension
(Dated: November 2001)
Book: 14, Page 67 NKA 2002P00067
- (P4) The Maples of Woodland Hills - Phase 4 Dimension
(Dated: February 2004)
Book: 15, Page 69 NKA 2004P00069
- B.S. Building Setback
- U.E. Utility Easement
- C.E. Conservation Easement
- T.E. Travel Easement
- Utility Easement Hatch
- Existing Easement Hatch
- Existing Permanent Easement Hatch
- Easement Outside of the Platted Area Hatch
- Conservation Easement Hatch
- Travel Easement Hatch
- Drainage Easement Hatch

SCALE: 1" = 60'



Parcel Area Table			Parcel Area Table			Parcel Area Table		
Parcel #	Area		Parcel #	Area		Parcel #	Area	
1	5347.01		23	10829.68		45	4800.00	
2	5585.80		24	8285.24		46	4800.00	
3	5600.00		25	9067.61		47	5700.00	
4	5600.00		26	7691.97		48	5894.19	
5	5600.00		27	5987.61		49	5927.42	
6	5600.00		28	5613.83		50	5960.65	
7	5600.00		29	5580.79		51	5993.88	
8	5600.00		30	5547.75		52	6027.11	
9	5600.00		31	5514.71		53	7584.51	
10	5600.00		32	5481.67		54	8864.58	
11	5599.76		33	5448.63		55	7697.02	
12	5600.24		34	5415.58		56	6867.48	
13	5600.00		35	5382.54		57	9494.27	
14	5600.00		36	5349.50		58	6498.01	
15	5600.00		37	5298.12		59	5892.63	
16	5785.90		38	5506.72		60	5859.87	
17	7009.04		39	6820.02		61	5946.71	
18	7739.40		40	5151.11		62	5245.32	
19	9230.15		41	7932.73		63	8771.84	
20	8507.97		42	8101.63		TRACT A	14394.86	
21	6787.85		43	5888.63		TRACT B	88576.61	
22	7737.94		44	4800.00		TRACT C	14249.20	

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	143.11	300.00	N76° 56' 30" W	141.75
C2	102.96	200.00	N78° 01' 28" W	101.83
C3	279.49	200.00	N52° 44' 21" W	257.29
C4	335.34	200.00	N43° 33' 22" W	297.42
C6	167.97	50.00	N47° 46' 05" W	99.41
C7	175.69	50.00	S61° 31' 18" E	98.27

RESERVED FOR
ROD FILING STAMP

OWNER/DEVELOPER:
CIRCLE H. LAND HOLDINGS, LLC.
ROMAN HAEHN, OWNER
5858 NAPLES DR.
FLOWER MOUND, TX 75028

SURVEYOR:
SMH CONSULTANTS
5201 JOHNSON DRIVE, SUITE 405
MISSION, KS 66205

- Notes:
- Bearings and distances are based on NAD-83 Kansas State Plane datum, North Zone.
 - Closure for this description is 0.0028" over 3856.566' for a ratio of 1:1,000,000 or better.
 - No gaps or overlaps exist.
 - Parent tract is recorded in Doc#2022R01887, Register of Deeds Office, Leavenworth County, Kansas.
 - For building setback requirements see below.
 - All lots shown on this plat are serviced by Public Water and/or Sewer.

Homeowners/HOA will maintain tracts A, B & C as open space. These maintenance obligations shall be set forth in a separate Declaration of Covenants, Conditions and Restrictions to be recorded against all of the property covered by this plat, following review and approval by the City.

BUILDING SETBACKS: FRONT YARD: 15 FEET
REAR YARD: 5 FEET

Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRW (Flood Insurance Rate Map). Community Panel Number 20103C0143G, effective date, July 16, 2015.

Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

CIRCLE H. LAND HOLDINGS, LLC.
D.C. No. 2019R05278

UNPLATTED
CIRCLE H.
HOLDINGS, LLC
D.C. No. 2022R01887

SE COR OF SW/4,
SECTION 13-09S-22E,
1/2" REBAR

SE COR OF S/2, SW/4, SW/4,
SECTION 13-09S-22E,
1/2" REBAR

SMH
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Drawn By: RJC Project #2501-0018 TDS:101

SEPTEMBER 2025

PROGRESS DOCUMENT
FOR REFERENCE ONLY

Final Plat
MONROE MANOR PHASE I
Part of the SW 1/4, Section 13, Township 09 South, Range 22 East
City of Lansing, Leavenworth County, Kansas

RESERVED FOR
ROD FILING STAMP

DESCRIPTION:

A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the Sixth Principal Meridian, City of Lansing, Leavenworth County, Kansas, more particularly described by Matthew L. Brenizer, PS-1316, August 4, 2025 as follows:

Commencing at the Northwest Corner of said South Half; thence N 87°13'38" E along the Northerly line of said South Half, 49.93 feet to a 1/2" reinforcing steel bar with a 1" plastic cap stamped "RBD LS 1480" found on the Easterly right-of-way line of Desoto Road, which is the point of beginning of the tract to be herein described; thence continuing along a prolongation of the previously described course, 1257.90 feet to a 1/2" reinforcing steel bar with a 1" plastic cap stamped "SMH CLS 66", hereinafter referred to as a 1/2" RSBC, set on the Westerly right-of-way line of Winslow Road; thence S 00°41'58" E along said Westerly right-of-way line, 307.79 feet to a 1/2" RSBC set; thence S 77°17'40" W, 191.84 feet to a 1/2" RSBC set; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 12°42'20" E, a radius of 170.00 feet, an arc distance of 4.28 feet, chord being S 11°59'03" E 4.28 feet to a 1/2" RSBC set; thence S 88°24'36" W, 416.26 feet to a 1/2" RSBC set; thence S 01°35'24" E, 180.00 feet to a 1/2" RSBC set; thence N 88°24'36" E, 13.44 feet to a 1/2" RSBC set; thence S 01°35'24" E, 145.93 feet to a 1/2" RSBC set on the Southerly line of said South Half and the Northerly line of Lot 162, Maples Of Woodland Hills – Phase 4, a subdivision in said Leavenworth County, Kansas, according to the recorded plat thereof; thence S 87°14'12" W, along the Southerly line of said South Half and along the Northerly lines of Lots 162 through 160, the Northerly line of Tract C and the Northerly line of Lot 156, said Maples Of Woodland Hills – Phase 4, 673.70 feet to a 1/2" reinforcing steel bar with a 1" plastic cap, stamping on cap illegible, found on said Easterly right-of-way line; thence N 00°38'20" W along said Easterly right-of-way line, 354.53 feet to a 1/2" reinforcing steel bar with a 1" plastic cap stamped "RBD LS 1480" found; thence N 07°31'49" E along said Easterly right-of-way line, 141.36 feet to a 1/2" reinforcing steel bar with a 1" plastic cap stamped "RBD LS 1480" found; thence N 07°28'07" W along said Easterly right-of-way line, 167.77 feet to a 1/2" reinforcing steel bar with a 1" plastic cap stamped "RBD LS 1480" found; thence N 05°10'06" W along said Easterly right-of-way line, 1.77 feet to the point of beginning, containing 14.60 acres, subject to easements and rights-of-way of record.

OWNER'S CONSENTS AND DEDICATIONS

STATE OF TEXAS)
SS
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public streets and public utility easements, as shown on the Final Plat of Monroe Manor Phase I, are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2025.

Circle H. Land Holdings, LLC.

Roman Haehn, Owner & Managing Partner

NOTARY CERTIFICATE

STATE OF TEXAS)
SS
COUNTY OF DENTON)

This consent and dedication was acknowledged before me, the undersigned officer, by

Roman Haehn, Owner & Managing Partner of Circle H. Land Holdings, LLC.

this _____ day of _____, 2025.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
(Printed Name)

My commission expires: _____

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2025.

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
COUNTY OF LEAVENWORTH) SS

This instrument was filed for record on the _____ day of _____, A.D. 2025, at _____ o'clock ____ M. and duly recorded in Book _____ on Page _____.

TerriLois G. Mashburn, Register of Deeds

COUNTY SURVEYOR

I hereby certify this plat meets the requirements of K.S.A 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Baumchen, PS-1363
County Surveyor

CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS)
COUNTY OF LEAVENWORTH) SS

APPROVED BY, the Planning Commission of the City of Lansing, Leavenworth County, Kansas, this

_____ day of _____, 2025.

Jerry Gies, Chairman

Melissa Baker, Secretary

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
COUNTY OF LEAVENWORTH) SS

APPROVED BY, the Governing Body of the City of Lansing, Leavenworth County, Kansas,

this _____ day of _____, 2025.

Tony McNeill, Mayor

Tish Sims, City Clerk

CERTIFICATE OF THE CITY ENGINEER

STATE OF KANSAS)
COUNTY OF LEAVENWORTH) SS

APPROVED BY, the City Engineer of the City of Lansing, Leavenworth County, Kansas, this

_____ day of _____, 2025.

Michael Spickelmier, Director of Public Works

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF LEAVENWORTH) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Mission, Kansas this _____ day of _____, A.D., 2025.
Fieldwork for this project was completed on 04-15-2025.

SMH Consultants

Matthew Lee Brenizer, P.S.



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Drawn By:RJC Project #2501-0018 TDS:101
SEPTEMBER 2025



Planning Commission Staff Report September 17, 2025

Case 2025-CP-001 Annual Comp Plan Review

Summary

Lansing 2030: A Vision for Tomorrow the Comprehensive Plan for Lansing was adopted in December 2014. Since then, **Lansing 2030** has not been updated. K.S.A. 12-747 governs the adoption and usage of any Comprehensive Plan in the state of Kansas. KSA 12-747 (d) states:

(d) At least once each year, the planning commission shall review or reconsider the plan or any part thereof and may propose amendments, extensions or additions to the same. The procedure for the adoption of any such amendment, extension or addition to any plan or part thereof shall be the same as that required for the adoption of the original plan or part thereof.

Staff is proposing to review the Comprehensive Plan to determine what changes should be made in light of a new Comprehensive Plan being written in 2026. Staff recommends reviewing the document as a whole to begin thinking about the 2026 initiative and specifically reviewing the Implementation Table found in *Section 6: Funding, Statutes and Implementation* for updates.

Community & Economic Development Comments

Lansing 2030: A Vision for Tomorrow is the City's current Comprehensive plan. The City performed a basic revision in 2024 in accordance with the Kansas statute referenced above. This year staff would like to take the opportunity of the annual review to spark conversation regarding the new Comprehensive Plan the City has committed funds towards in 2026.

This will be a review in two parts, opening with a public hearing at this meeting, discussion between staff and the Planning Commission, and ending with a review of revisions that come out of conversation during the September meeting.

Acknowledgments

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

- Joshua Gentzler, AICP – Director, Community & Economic Development

Recommendation

Staff recommends that Case 2025-CP-001, Comprehensive Plan Review, is discussed and then tabled for a decision to be made in October 2025.

Action Options

1. Table the case to another date, time and place.

Attachments

1. Section 6 of the Lansing 2030 Comprehensive Plan.



06

FUNDING, STATUTES & IMPLEMENTATION

The Comprehensive Plan committees identified a need for significant proactive pursuit of future growth and proper management of that growth. The quality and type of this future growth will be a defining factor in the image and quality of life of the City of Lansing. There exists an ongoing need to enhance and improve the older existing areas of the city, while simultaneously planning for high quality new development. It is recognized that comprehensive improvement plans and programs are necessary to accomplish the goals of this section. Because of the nature of much of the future growth in Lansing, these comprehensive improvement plans require public/private partnerships. Since there are not enough public funds to do all of the improvements to streets, utilities, sidewalks, etc., the City should focus funds into demonstration projects where all street deficiencies in a particular block are corrected and housing improvements are targeted. The incentives should be used to encourage private investment, an essential part of revitalization. Several grants and implementation statutes, in addition to public and private funds, will be a part of future development proposals. Programs that attract investors of all income levels should be a part of the plan. Additionally, many opportunities and constraints that exist within these future growth areas should be considered during the planning stage. Information regarding applicable grants, statutes, and opportunities and constraints is provided on the following pages. This list is not meant to be all inclusive and programs will continue to



change over time. This provides a cross section of applicable programs that should be considered as part of Lansing's implementation strategy. Public/private partnerships should be explored to further leverage funds.

FUNDING AND STATUTES

FEDERAL GRANTS AND FUNDING PROGRAMS

COMMUNITY DEVELOPMENT BLOCK GRANTS

The Department of Housing and Urban Development (HUD) administers federal Community Development Block Grants to address a wide range of unique community development needs including neighborhood stabilization, revitalization and for comprehensive development projects (combining downtown revitalization with housing and infrastructure).

FEDERAL TRANSPORTATION FUNDS

The Kansas Department of Transportation administers federal transportation funds for system enhancement projects, transportation enhancement projects and surface transportation projects. The surface transportation projects are designated through the Mid-America Regional Council. This program requires a local match and is facilitated as reimbursement program, not a grant program. In some situations, Lansing would need to have the capacity to pay a contractor for work prior to submitting for reimbursement of the funds, less the match amount. This is not always the case as some projects are administered by KDOT directly.

HOME FUNDS AND USDA HOME LOAN PROGRAM

The Department of Housing and Urban Development (HUD) administers federal HOME funds. These grants are for low to moderate income homebuyers. The city can apply for these grants to encourage owner occupancy. Grants are available for owner occupied housing rehabilitation. This city recently became eligible to participate in the USDA Home Loan Program.

HISTORIC PRESERVATION FUND

The Historic Preservation Office administers Federal Historic Preservation Grants. These are for survey and planning in historic areas. The City of Lansing could potentially qualify for these grants for the area south of the prison (from Kansas Avenue nearly to East Mary Street). The survey grants would be used to determine the historic and architectural value of the area and the planning grants could then be used to pursue designation on the State or National Register of Historic Places or to develop such things as architectural guidelines for rehabilitation projects.

STATE AND LOCAL GRANTS AND FUNDING PROGRAMS

LOCAL GOVERNMENT OUTDOOR RECREATION GRANTS

The Kansas Department of Wildlife, Parks and Tourism administers both federal and state funds for outdoor recreation improvements. These typically require that City funds are matched dollar for dollar with the grant amount. One example is the Land and Water Conservation Fund that provides 50% reimbursement to selected outdoor recreation projects that are sponsored by political subdivisions and other appropriate public agencies. Qualifying projects include development and/or acquisition of outdoor facilities for the purpose of public recreation. Another available program is the Recreational Trails Grant program that provides matching funds, on a reimbursement basis, for eligible recreational trail and trail-related projects. All projects selected must fall into one or more of three categories: motorized, non-motorized, or diversified recreational trail or trail-related projects. Proposals that provide for improved Americans with Disability Act (ADA) and environmental impacts will receive a high priority. Projects that provide for motorized recreation activities are encouraged, as 30% of the funding is to be devoted to motorized projects. A local match is required for this grant program.

HERITAGE TRUST FUNDS

The Historic Preservation Office administers the State Heritage Trust Fund for preservation activities on listed properties. The maximum grant amount in any given cycle and require a local match. There is no limit on the number of times applications can be made. Grant application deadlines are typically in March.



KANSAS DEPARTMENT OF COMMERCE, BUSINESS AND COMMUNITY DEVELOPMENT DEPARTMENT

Business and Community Development Assistance offers a handful of different services to help revitalize a project. Services can include “developing incentive proposals based on the business’ needs and projected growth; creating strategic and proactive community development plans for communities to address a wide variety of needs; ensuring that all of the Department of Commerce’s available resources are considered for a project.; serving as a liaison with other state agencies, including the departments of Revenue, Labor, and Health and Environment.” Specific programs offered through this department are the Community Development Block Grant Program; the Kansas Downtown Redevelopment Act; the Kansas PRIDE; and Rural Opportunity Zones (ROZ). www.kansascommerce.com

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE)

KDHE serves rural Kansas in multiple capacities. The Kansas Brownfields Program can help communities pay for and perform environmental assessments on potentially contaminated properties. The Office of Rural Health connects rural communities with state and federal resources related to sustainable health care delivery systems and to ensure access to services in rural Kansas. KDHE also invests in water, wastewater and sewer infrastructure. www.kdheks.gov

KANSAS ENERGY OFFICE (KEO)

The KEO’s Facility Conservation Improvement Program (FCIP) assists public entities in using performance contracting to finance energy-efficiency upgrades in public buildings. Other KEO programs are available to assist the public sector with energy efficiency and renewable energy projects. www.kcc.ks.gov/energy

TAX INCREMENT FINANCING

Tax Increment Financing is discussed in detail in Kansas Statutes 12-1770 through 12-1780. Refer to the current statutes for the complete text. A summary of the statute is provided below:

The governing body may adopt a resolution finding a specific project area to be a blighted, conservation, or major tourism area and the conservation, development, or redevelopment of such areas as necessary to promote the general and economic welfare of the city.

A redevelopment district may then be adopted by resolution for public uses and purposes for which public money may be expended and the power of eminent domain exercised (with certain procedures including ultimately a 2/3 vote of governing body, except in conservation areas where eminent domain is not allowed). This requires a comprehensive plan that identifies all of the proposed redevelopment project areas and identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved.

The purpose of such a district is to define and allow any increment in ad valorem property taxes resulting from a redevelopment district can be apportioned to a special fund for the payment of the cost of the redevelopment project when it is built. The increment is the amount in excess of the amount which is produced from such property and attributable to such property prior to the date of the redevelopment plan.

The special fund can be used for the payment of principal and interest on any special obligation bonds or full faith and credit tax increment bonds issues to finance the project. Special obligation bonds or full faith and credit tax increment bonds may be issued for such things as development financing, acquisition, relocation, site preparation, utilities, streets, sidewalks, plazas, arcades, parking, landscaping, and other amenities. Bonds may not be used for the construction of buildings or other structures to be owned by or to be leased to such developer.

Special obligation bonds are payable from property tax increments; revenues of the City derived from any redevelopment project; private sources; contributions or other financial assistance from the state or federal government; revenue received by the City from transient guest, sales and use taxes if there is a finding by the Secretary of Commerce that the redevelopment project is of statewide as well as local importance; increased revenue received by the city from franchise fees; or revenue received by the city from sales taxes.



To implement the comprehensive plan of the redevelopment district, individual redevelopment plans within the overall redevelopment district can be prepared and adopted. Any redevelopment plan undertaken within the redevelopment district may be in separate development stages. Each plan shall be adopted and shall fix a date for completion (within 20 years). Any city proposing to undertake a redevelopment project within a redevelopment district shall prepare a redevelopment plan in consultation with the planning commission of the city.

BUSINESS IMPROVEMENT DISTRICT

The Business Improvement District Act is discussed in detail in Kansas Statutes 12-1781 through 12-1793. Refer to the current statutes for the complete text. A summary of the statute is provided below:

The governing body may establish one or more business improvement districts within the city and provide for the administration and financing of additional and extended services to businesses within such districts. The purpose of the district is to allow the governing body to annually levy business improvement service fees. The annual fees shall be based on the amount of space used for business, street front footage, building or land square footage, the number of employees, the type of business or other reasonable factor.

The districts can be used for:

- The beautification of the district, such as by landscaping and plantings, fountains, shelters, benches, sculptures, signs, lighting, decorations and similar amenities, including the maintenance thereof;
- The provision of special or additional public services, such as sanitation, the security of persons and property and the care and maintenance of public facilities, including sidewalks and other public areas;
- The provision for or the financial support of public transportation services and vehicle parking facilities open to the general public, including the operation and maintenance of parking facilities which may have been established by the issuance of bonds and the levying of special assessments;
- The development of plans for the general architectural design of public areas and the development of plans and programs for the future development of the district;
- The development, promotion and support of community events and activities open to the general public; and
- Any other services which the city is authorized to perform and which the city does not also perform to the same extent on a city-wide basis.

COMMUNITY IMPROVEMENT DISTRICT

The Community Improvement District act is detailed in Kansas Statutes 12-6a26 through 12-6a36. Refer to the current statutes for the complete text. A summary of the act is provided below:

...any municipality may impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers' Sales Tax Act, and amendments thereto, within a community improvement district for purposes of financing a project in such district in any increment of .10% or .25% not to exceed 2% and pledging the revenue received therefrom to pay the bonds issued for the project or to reimburse the cost of the project pursuant to pay-as-you-go financing.

The districts can be used to fund:

- Any project within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend:
 - Buildings, structures and facilities;
 - Sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
 - Parking garages;



- Streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
 - Parks, lawns, trees and other landscape;
 - Communication and information booths, bus stops and other shelters, stations, terminals, hangers, rest rooms and kiosks;
 - Paintings, murals, display cases, sculptures, fountains and other cultural amenities;
 - Airports, railroads, light rail and other mass transit facilities; and
 - Lakes, dams, docks, wharfs, lakes or river ports, channels and levies, waterways and drainage conduits.
- Within the district, to operate or to contract for the provision of music, news, child-care, or parking lots or garages, and buses, minibuses or other modes of transportation;
 - Within the district, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons;
 - Within the district, to provide or contract for cleaning, maintenance and other services to public or private property;
 - Within the district, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the district, promotion of such activity and special events and furnishing music in any public place;
 - Within the district, to support business activity and economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business;
 - Within the district, to provide for or support training programs for employees of businesses; and
 - To contract for or conduct economic impact, planning, marketing or other studies.

NEIGHBORHOOD REVITALIZATION ACT

The Neighborhood Revitalization Act is discussed in detail in Kansas Statutes 12-17,114 through 12-17,120. Refer to the current statutes for the complete text. A summary of the statute is provided below:

The governing body of any municipality may designate a neighborhood revitalization area if it finds that the rehabilitation, conservation or redevelopment of the area is necessary to protect the public health, safety or welfare of the residents. The purpose of the designation is to allow any increment in ad valorem property taxes levied by the municipality resulting from improvements by a taxpayer to property in a neighborhood revitalization area to be credited to a neighborhood revitalization fund. All or a part of the property increment can then be returned to the taxpayer in the form of a rebate. Additionally, moneys may be budgeted and transferred to the fund from any source which may be lawfully utilized for such purposes. Any municipality may expend money from the general fund to accomplish the purposes of this act. This is not an income restricted program.

STATUTES

ANNEXATION STATUTE

Annexation is discussed in detail in Kansas Statutes 12-520 through 12-524. Refer to the current statutes for the complete text. A summary of the statute is provided below:

The governing body of a city may annex land if one or more of the following exists:

- The land is platted, and some part of the land adjoins the city.
- The land is owned by or held in trust for the city or any agency thereof.
- The land adjoins the city and is owned by or held in trust for any governmental unit other than another city, except that no city may annex land owned by a county which has primary use as a county-owned and operated airport, or other aviation related activity or which has primary use as a county owned and operated zoological facility, recreation park or exhibition and sports facility without the express permission of the Board of County Commissioners of the county.



- The land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%.
- The land, if annexed, will make the city boundary line straight or harmonious and some part thereof adjoins the city, except no land in excess of 21 acres shall be annexed for this purpose.
- The tract is so situated that 2/3 of any boundary line adjoins the city, except no tract in excess of 21 acres shall be annexed under this condition.
- The land adjoins the city and a written petition for or consent to annexation is filed with the city by the owner.
- No portion of any unplatted tract of land devoted to agricultural use of 21 acres or more shall be annexed by any city under the authority of this section without the written consent of the owner thereof.
- No city may annex any improvement district under the authority of this section.

When a governing body pursues annexation of land not permitted under the previous conditions, they present a petition to the Board of County Commissioners of the county requesting a public hearing. This petition must provide a legal description of the land and include a report on the plans for the extension of services.

Board of County Commissioners shall consider the impact of approving or disapproving the annexation of the entire community involved in order to ensure the orderly growth and development of the community. The board will then make specific written findings of fact and conclusions determining whether annexation causes manifest injury to the owners of any land proposed to be annexed, or to the owners of land in areas near or adjacent to the land, or to the city. In determining manifest injury, the Board considers the following criteria:

- Extent to which any of the area is land devoted to agricultural use;
- Area of platted land relative to unplatted land;
- Topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed;
- Extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries;
- Present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;
- The extent of business, commercial and industrial development in the area;
- The present cost, methods and adequacy of governmental services and regulatory controls in the area;
- The proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;
- Tax impact upon property in the city and the area;
- Extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;
- Effect of the proposed annexation on the city and other adjacent areas and districts;
- Existing petitions for incorporation of the area as a new city or for the creation of a special district;
- Likelihood of significant growth in the area and in adjacent areas during the next five years; and
- Effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan.

EXTRATERRITORIAL ZONING & SUBDIVISION AUTHORITY STATUTE

Zoning of land outside city limits is discussed in detail in Kansas Statute 12-715b. Adoption of subdivision regulations and building codes affecting property outside the city is discussed in detail in Kansas Statutes 12-750 through 12-751. Refer to these statutes for the complete text. A summary is provided on the next page:



Cities are authorized to adopt zoning regulations for land outside the city but within three miles (except parcels over three acres under one ownership used only for agricultural purposes), under certain conditions:

- City has a planning commission which provides for the appointment of two commission members who reside outside the city but within the area subject to the zoning, or has a joint metropolitan or regional planning commission,
- The land subject to the zoning regulations has been included within a comprehensive plan recommended by the planning commission and approved by the governing body,
- The county has specifically excluded the land from county zoning, and
- The city has notified the Board of County Commissioners in writing 60 days before initiating zoning regulations.

If the governing body of a city proposes to adopt subdivision regulations (and the building code) affecting property lying outside of the city and governed by subdivision regulations of the county, a copy of the city's proposal shall be certified to the Board of County Commissioners. Within 60 days, a joint committee will be appointed for adoption and administration of subdivision regulation. That committee shall be composed of: three members of the County Planning Commission to be appointed by the chairperson of the County Planning Commission, three members of the City Planning Commission to be appointed by the chairperson of the City Planning Commission, and one member to be selected by the other six members.

COMPREHENSIVE NEIGHBORHOOD REVITALIZATION PLANS

Neighborhood revitalization requires a comprehensive plan to address all aspects of the neighborhood including housing, streets, utilities, and amenities. Therefore public and private stakeholders are required to make revitalization a reality. Various grants are available and should be pursued for revitalization, however, are only one aspect of a comprehensive plan.

Revitalization requires commitment by a city to infuse public funds and incentives. Since there are not enough public funds to do all of the improvements to streets, utilities, sidewalks, etc., the city should focus funds into demonstration projects where all street deficiencies in a particular block are corrected and housing improvements are targeted. The incentives should be used to encourage private investment, an essential part of revitalization. Therefore programs that attract investors of all income levels should also be a part of the plan. Finally, related leisure facilities (parks) and retail services that support a neighborhood should be upgraded to meet the demands of the market.

IMPACT OF FUTURE GROWTH ON SCHOOLS

Aggressive pursuit of future growth will likely have an impact on the Lansing School District. City efforts to make the area more attractive to developers, both residential and commercial, will open the market to higher population growth, and therefore additional school age children. The existing school facilities are adequate for the next several years; however significant growth could change that. The elementary school facilities, in particular, are most likely to require additional space as growth continues south and west of the existing city limits. Sites for an additional elementary school facility to serve the western and southern areas of the district should be explored. This could allow the school district to operate two facilities that serve as neighborhood based elementary schools.

SERVICE DELIVERY IN THE ANNEXATION AREAS

Kansas law allows cities to annex land by several different methods, depending upon the circumstances. Unilateral annexation is permitted in Kansas for annexations that meet certain criteria. Also permitted are consent annexations (given other criteria) and annexations involving the approval of the board of county commissioners.

In order to implement a more strategic and sustainable growth pattern, smaller areas of similar existing conditions should be pursued for annexation (similar to that outlined in this Plan). This allows the city to cater the service delivery to the needs of the particular property owners, and to afford upgrades within reasonable time frames.



Currently most residents of Lansing receive higher levels of service related to water, sanitary sewer, and road improvements/maintenance. Generally speaking, water lines within the city are looped and good pressure is available. Additionally, fire hydrants are properly spaced to adequately supply water for emergencies. Undeveloped areas (mostly in the county) do not have this same level of service due primarily to the rural character. As areas are annexed and development occurs, the city should ensure that water main improvements are implemented not only in new development but also in existing development.

Sewer interceptors should be extended into annexation areas upon annexation. This will allow immediate development to occur in the annexed area. Existing residents who are currently served by septic systems should be provided with specific options for upgrading to sanitary sewer. These options should also outline the comparable maintenance costs that are typical over time with septic systems so that property owners are fully informed in their decision making. Improved road maintenance should occur immediately in the annexed area, and road improvements should be implemented as the annexed area is developed (or in a reasonable amount of time from annexation).

Additional facilities and services that are being implemented as part of this plan include neighborhood parks with children's play areas, neighborhood revitalization, where appropriate, greenway and trail development, bike trails and lanes, and Main Street enhancements. These services should also be planned for future annexation areas so that implementation can occur in the annexed area over a reasonable amount of time.

EXTRATERRITORIAL ZONING & SUBDIVISION AUTHORITY

A primary concern in the future annexation area is to ensure that development occurs in a manner that respects future development of surrounding areas. This can be done through annexation or through zoning and subdivision authority outside of the city. Since practicality and costs prevent annexation of the entire area, zoning and subdivision authority can help the community meet its objectives. Improvements to the existing city regulations will ensure that new development meets the objectives of the community for a high quality living environment. Additionally, zoning and subdivision authority would reinforce the specific goals and recommendations of this plan including:

- contiguous development rather than piecemeal development,
- preservation of agricultural land until such time as contiguous development occurs,
- cluster development to preserve high quality conservation areas and the rural character rather than development facing onto major roadways thereby restricting development of interior land, and
- community sanitary sewer service rather than multiple septic systems.

COMPREHENSIVE IMPLEMENTATION STRATEGY

Transforming plans into public policy is primarily the responsibility of local government. Public policy decisions are put into effect by numerous legal and administrative procedures. Some policy decisions require action on the part of city government; others depend upon the actions of individuals within the city, guided by municipal regulations. While the responsibility for transforming plans into policy rests with the local government, a truly effective program of plan implementation must include both voluntary cooperation of the citizens and direct governmental action and regulation. This Comprehensive Plan report contains plans, visions, goals, recommendations, and minimum standards for all phases of the growth of the City of Lansing. In order to make these various elements a meaningful guide to development, an overall program for their implementation must be developed. To this end, the implementation recommendations of the various Comprehensive Plan components have been incorporated into a Comprehensive Implementation Strategy, Table 22, beginning on page 91.

The City Council and staff should hold an annual strategic workshop on Economic Development to review and prioritize major and minor projects, such as the airport and K5, and create an economic development strategy with short and long term goals and action steps. The Planning Commission and staff should also annually review the Comprehensive Plan, including the implementation strategy table, and propose to the City Council updates and changes as may be warranted.



LAND USE

COMMERCIAL / BUSINESS / INDUSTRIAL / IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Update and maintain Future Land Use Map to allocate adequate land for commercial development.	High	Restarted in 2024	Planning Commission	Annually	Undetermined
Pursue extraterritorial zoning and subdivision authority in the identified Lansing area of interest or establish joint planning the County.	High		Planning Commission	Undetermined	Undetermined
Encourage the rezoning and redevelopment of properties to be consistent with the Future Land Use Plan and evaluate all future rezoning applications for consistency with the Future Land Use Plan as well as the goals contained within this plan.	High	On-going	Planning Commission	Undetermined	Undetermined
Update the zoning and subdivision regulations to support and advance the goals of this Plan - potentially through the creation of a Uniform Development Ordinance (UDO).	High		Planning Commission	Undetermined	Undetermined
Expand and refine current standards for commercial and industrial developments that address architecture, signage, parking, sidewalk	Medium	Complete - 2019	Planning Commission	Undetermined	Undetermined
Create an economic development strategy based on the recommendations in this plan, including funding for incentives.	Medium	On-going	Economic Development Committee	Undetermined	Undetermined

RESIDENTIAL - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Review expected population growth for Lansing and update the future land use plan that allocates adequate land for the diverse residential land use envisioned for the community.	High	On-going	Planning Commission	Annually	Undetermined
Reassess the residential zoning categories with emphasis on establishing a rural or suburban zone and a zero lot line or patio home zone.	High	On-going	Planning Commission	Undetermined	Undetermined
Pursue extraterritorial zoning and subdivision authority in the identified Lansing area of interest or joint planning with the county.	High		Planning Commission	Undetermined	Undetermined
Develop and adopt specific building and site design standards for multi-family housing.	High	Partially Complete	Planning Commission	Undetermined	Undetermined
Encourage the rezoning and redevelopment of properties to be consistent with the Future Land Use Plan and evaluate all future rezoning applications for consistency with the Future Land Use Plan as well as the goals contained within this plan.	High	On-going	Planning Commission	Undetermined	Undetermined
Continue the Lansing Tree Board and other existing programs (i.e. Master Gardeners) and encourage landscaping through brochures, seminars, and guidance.	Medium	On-going	Parks Advisory Board	Undetermined	Undetermined
Review appropriateness of the existing sidewalk standards and include provisions for trail connections within subdivisions and to commercial developments and community facilities. Coordinate with Trails System Master Plan.	Medium	On-going	Parks Advisory Board	Undetermined	Undetermined
Continue to develop standards for the location of utility easements and utility service lines.	Low	Placed in 2019 UDO	Public Works Department	Undetermined	Undetermined
Review street light requirements and determine standard for evaluating proposed placement of street lights by Westar.	Low		Public Works Department	Undetermined	Undetermined
Consider the appropriateness of separate standards for rural residential areas.	Low		Public Works Department	Undetermined	Undetermined

TABLE 22 - COMPREHENSIVE PLAN IMPLEMENTATION STRATEGY



TRANSPORTATION						
TRANSPORTATION SYSTEM - IMPLEMENTATION STRATEGIES						
Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate	
Revise the thoroughfare plan to accommodate current objectives throughout the entire Lansing area of interest and incorporate changes since the last Comprehensive Plan (accomplished with approval of this plan).	High	Complete	Public Works Department	Undetermined	Undetermined	
Develop, design, and execute the existing Main Street System Enhancement Proposal (including intersection improvements, street widening, center turn lanes, traffic control devices, frontage or reverse frontage roads, bridge widening, bicycle paths, sidewalks, enhanced pedestrian crosswalks, green space, landscaping, utility burial/relocation and uniform lighting) to work in concert with an overall Main Street Development Strategy.	High	Completed with 2019 UDO	Public Works Department	Undetermined	Undetermined	
Continue an incremental street repair program to accomplish city-wide repairs at a constant rate and improvements to K-7.	High	On-going	Public Works Department	Undetermined	Undetermined	
Through a planning alliance with the County, an interchange system should be incorporated into the plan.	Medium		Public Works Department	Undetermined	Undetermined	
Continue to keep up-to-date the street specifications adopted in 2003.	Medium		Public Works Department	Undetermined	Undetermined	
Fund Ida, McIntyre, and Gilman Road projects.	Medium	Partial Completion	City Council	Undetermined	Undetermined	
Study the concept, potential location, and impact of an alternate route to serve west Lansing (K-5 corridor, as well as 30th Street Trafficway).	Medium		Public Works Department	Undetermined	Undetermined	
Develop a distinct Lansing identity through the implementation of street trees, landscaping, and gateways within the Lansing city limits.	Low		Public Works Department	Undetermined	Undetermined	
Develop a concept for improved access to the Interstate Highway system.	Low		Public Works Department	Undetermined	Undetermined	
Coordinate the design of proposed frontage road access for Highway 7173 with KDOT.	Low		Public Works Department	Undetermined	Undetermined	



COMMUNITY FACILITIES

PARKS AND RECREATION - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Develop a plan for open space and aesthetic enhancements (green space, landscaping, enhanced pedestrian walkways and other pedestrian elements, bike paths, enhancement to bridge architecture, public art) along Main Street to be incorporated in conjunction with the existing Main Street System Enhancement Proposal and in cooperation with an overall Main Street Redevelopment/Development Strategy. (Completed Neighborhood Revitalization, MSOD, Master Trails Plan)	Undetermined	Partial Completion	Parks Advisory Board	Undetermined	Undetermined
Continue to develop the Parks and Recreation Department and investigate and determine which functions and facilities should be part of that department. Examine the functions and composition of the Parks and Recreation Board as part of this effort.	Undetermined	On-going	Parks Advisory Board	Undetermined	Undetermined
Explore grants, levies, assessments, etc., to fund park and greenway acquisition, design, and construction.	Undetermined		Parks Advisory Board	Annually	Undetermined
Further develop and implement a plan for acquisition, design, and construction of a city-wide trail system for pedestrians and bicyclists that connects all residential subdivisions, commercial services, and park facilities throughout the Lansing area of interest. This would include development of linear trail systems along the Seven and Nine Mile Creeks in conjunction with storm water improvement projects. (Occurs through development, Stream Buffer Ordinance)	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Assemble a committee to study the concept of a community pool to determine the types of users, type of facility, and the possibility of a joint city/school project. (Completed – Citizens Committee currently doing several studies)	Undetermined	Complete – Aquatic Center to open in 2015	Parks Advisory Board	Undetermined	Undetermined
Continue to develop a plan and implementation proposal for athletic fields on the school district property south of the Middle School in a joint school-city project and/or on other properties.	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Form a committee to assess the need for a major sports complex and determine the size and location of sports fields, and other sports facilities needed at this complex.	Undetermined	Partial Completion	Parks Advisory Board	Undetermined	Undetermined

COMMUNITY & ACTIVITY CENTERS / LIBRARY / EDUCATION - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Conduct a community survey and an analysis of the current use of the Activities Center to determine the appropriateness of the services provided, the adequacy of the facility, and the economic vitality of the operation.	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Determine which services might be transferred to a new center and which ones still need to serve the existing neighborhood. Determine the requirements for maintaining the current facility as a viable community asset and construction and operating cost estimates for a new facility in the Towne Center.	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Continue to maintain and improve a vibrant library facility for the Lansing Community. Determine potential sources of funding and assess the feasibility of joint programs and resources with USD 469.	Undetermined	On-going	Library Advisory Board	Undetermined	Undetermined
Expand the spirit of cooperation between elected city officials and the elected school board to promote integrated planning, joint use of facilities, and to foster the spirit of one community.	Undetermined	On-going	Parks Advisory Board	Undetermined	Undetermined
Assess the need for and types of education and enrichment programs including those for adults and seniors.	Undetermined	On-going	Parks Advisory Board	Undetermined	Undetermined
Create an integrated, long-range community service plan that addresses multiple sites and venues with specialty locations and a coordinated program between multiple buildings.	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Assess the need for a community auditorium for community theater productions, concerts, and other activities in conjunction with USD 469.	Undetermined		Parks Advisory Board	Undetermined	Undetermined
Continue/increase support for the Lansing Historical Museum.	Undetermined		Parks Advisory Board	Undetermined	Undetermined



COMMUNITY FACILITIES						
PUBLIC SAFETY AND UTILITIES - IMPLEMENTATION STRATEGIES						
Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate	
Continue to improve and maintain quality police services.	High		Police Department	Undetermined	Undetermined	
Develop a Comprehensive Plan for delivery of fire, police, water, storm sewer, and sanitary sewer in conjunction with and to determine impact on future annexation areas.	High		City Council	Undetermined	Undetermined	
Determine future public fire and safety requirements, including facilities, equipment and personnel needed to meet the demands as Lansing continues to expand and grow.	High		City Council	Undetermined	Undetermined	
Continue to expand the wastewater infrastructure (interceptors) to serve the remaining internal areas and to provide collection services to the projected growth areas.	High	On-going	Waste Water Department	Undetermined	Undetermined	
Continue to develop and implement a plan to expand the capacity of the wastewater treatment system and to meet KDHE requirements.	High	On-going	Waste Water Department	Undetermined	Undetermined	
Determine the desirability of establishing a storm water utility	High		City Council	Undetermined	Undetermined	
Analyze the entire Lansing area of interest to identify future fire facility locations that will best serve a growing community.	Medium		City Council	Undetermined	Undetermined	
Continue the ongoing assessment of the 1000 plan and do a study to determine needs to complete a storm water improvement plan. This plan should incorporate the development of a computer model that will allow detailed analyses of potential impacts on the storm water drainage basin of unincorporated areas (Cassan, Buffum, Ordinance).	Medium		Public Works Department	Undetermined	Undetermined	
Prepare an action plan that defines what developers are required to do and provides for a community-wide storm water management system that incorporates gutters, sewers, retention ponds, and well maintained natural drainage creeks.	Medium		Public Works Department	Undetermined	Undetermined	



FUTURE GROWTH

MAIN STREET - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Prepare an overall Main Street Development Strategy (including revitalization of existing areas and development of new areas around a central theme).	High		Economic Development Committee	Undetermined	Undetermined
Utilizing the Market Analysis provided with this plan, develop a comprehensive economic development strategy for the Main Street Corridor that is complementary with Eisenhower Road and other commercial areas.	High		Economic Development Committee	Undetermined	Undetermined
Identify, aggressively pursue, and implement economic development and revitalization funding as a part of the above economic development strategy.	High		Economic Development Committee	Undetermined	Undetermined
Enlist help of business owners to develop and implement the Main Street Enhancement Plan.	High		Economic Development Committee	Undetermined	Undetermined
Develop a Main Street Enhancement Plan that provides for landscaping, pedestrian oriented accommodations and gateway identity improvements at the north and south entries to Lansing.	Medium		Public Works Department	Undetermined	Undetermined
Identify and pursue funding to implement proposed Main Street enhancements.	Medium		Economic Development Committee	Undetermined	Undetermined
Continue to employ the Main Street Overlay District standards for properties along Main Street that are consistent with the desired image identified in this plan and by the citizens of Lansing.	Medium	Complete	Community & Economic Development Department	Undetermined	Undetermined

NEIGHBORHOOD REVITALIZATION - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Continue to identify and inventory commercial/industrial areas, residential neighborhoods, natural areas and public facilities/services/utilities appropriate for revitalization.	High	On-going	Community & Economic Development Department	Undetermined	Undetermined
Review, update and enforce standards for housing rehabilitation and infrastructure improvements in older existing neighborhoods.	High		Community & Economic Development Department	Undetermined	Undetermined
Create assistance programs for elderly and affordable households.	High		Community & Economic Development Department	Undetermined	Undetermined
Identify and aggressively pursue funding sources for revitalization efforts.	Medium		Community & Economic Development Department	Undetermined	Undetermined
Develop and execute a consensus building process within the residential neighborhood and commercial revitalization areas (neighborhood action groups).	Medium		Community & Economic Development Department	Undetermined	Undetermined
Develop neighborhood revitalization strategies that take an integrated approach to housing rehabilitation, infrastructure improvements, and community involvement.	Medium		Community & Economic Development Department	Undetermined	Undetermined
Investigate a rental inspection and licensing program.	Medium	On-going	Community & Economic Development Department	Undetermined	Undetermined
Implement a neighborhood assistance program with neighborhood boundaries defined by special characteristics of the neighborhood and assistance provided based on housing and infrastructure needs.	Medium	On-going	Community & Economic Development Department	Undetermined	Undetermined
Review the existing property maintenance code for enforceability and appropriateness and determine the need for systematic code enforcement. Investigate a rental inspection and licensing program.	Medium		Community & Economic Development Department	Undetermined	Undetermined
Develop commercial/industrial redevelopment strategies to improve marketability of the commercial/industrial developments.	Medium		Community & Economic Development Department	Undetermined	Undetermined
Pursue funding for improvements to natural areas and public facilities.	Medium		Parks Advisory Board	Undetermined	Undetermined



FUTURE GROWTH

ANNEXATION - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Further define the future annexation area by reasonable boundaries based on streets, property lines, and natural boundaries.	Undetermined	Completed in 2014	Community & Economic Development Department	Undetermined	Undetermined
Develop a program for systematic annexation of the Seven and Nine Mile Creek watersheds, within the parameters of current annexation legislation, to protect the watersheds and provide sewer connections.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Pursue extraterritorial zoning and subdivision authority within the limits of the Lansing Urban Growth Management Area.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Establish a committee to meet and work with county residents in the area of interest, to define their needs and reach a common ground for annexation.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Develop a program and service delivery plan for systematic annexation of the areas south of Lansing and east of Main Street outside the Seven and Nine Mile Creek watersheds.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Develop and implement a public information campaign throughout the proposed annexation areas.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Foster support for annexation by elected city officials.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined

LOCAL RENEWABLE ENERGY ALTERNATIVES AND ENERGY CONSERVATION - IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
With the assistance of the Mid-America Regional Council (MARC) serving the Kansas City Metropolitan Area, and other professionals, develop and implement through zoning and building codes Best Management Practices (BMPs) for: <ul style="list-style-type: none"> Solar - photovoltaic and thermal (permitting, promoting and solar ready design, orientation, and access). Wind Energy - small wind energy conversion systems (permitting and promoting - ag/rural only). Geothermal. LED exterior, site, and street lighting International Building Code energy conservation provisions - thermal building envelope and efficient equipment standards (enforcement and incentivizing). 	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Utilize energy conservation BMPs on city buildings and infrastructure projects when possible.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined
Seek out funding and grant opportunities to implement energy conservation BMPs.	Undetermined		Community & Economic Development Department	Undetermined	Undetermined

FUNDING, STATUTES AND IMPLEMENTATION

COMPREHENSIVE IMPLEMENTATION STRATEGIES

Task	Priority	Status	Task Lead	Timeframe	Budget Impact Estimate
Conduct a City Council strategy workshop to create an economic development strategy.	High		Economic Development Department	Annually	Undetermined
Review the Comprehensive Plan and Implementation Strategy Tables and update as may be necessary.	High	On-going	Planning Commission	Annually	Undetermined

AFFIDAVIT OF PUBLICATION

Leavenworth Times
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(913) 682-0305

State of Florida, County of Orange, ss:

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Leavenworth Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Leavenworth, for the County of Leavenworth, in the state of Kansas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

Publication Dates:

- Aug 27, 2025

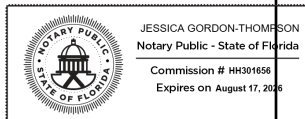
Notice ID: TA5OwH3QEt3pAWqAxDHD

Notice Name: Comprehensive Plan Review 2025

Publication Fee: \$25.30

Ankit Sachdeva

 Agent



VERIFICATION

State of Florida
 County of Orange

Signed or attested before me on this: 08/27/2025

J. R. [Signature]

 Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC HEARING NOTICE
 Notice is hereby given to any and all persons that the Planning Commission of the city of Lansing, Leavenworth County, Kansas, will conduct a public hearing to conduct the annual review of the Lansing Comprehensive Plan as required by KSA 12-747.

The public hearing will be held September 17, 2025, at 7:00 p.m. in the Council Chambers of the Lansing City Hall, 800 First Terrace, Lansing, Kansas. At that time and place, all interested persons will be granted a hearing by the city of Lansing Planning Commission.

Published in the Leavenworth Times, Aug 27, 2025

3796330