

CITY OF LANSING

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WORK SESSION AGENDA

February 25, 2016
Thursday
7:00 p.m.
Lansing City Hall

Call To Order:

- I. Sidewalk Fee and Parkland Fee Review
 - II. Eisenhower Road
 - III. Adjournment
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TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk 
DATE: February 19, 2016
SUBJECT: Work Session Summary

- I. Sidewalk Fee and Parkland Fee Review**
 - Staff will be present to discuss Sidewalk Fees and Parkland Fees.
 - II. Eisenhower Road**
 - Staff will be present to discuss and receive feedback regarding the Memorandum of Understanding for Eisenhower Road.
 - III. Adjournment**
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WORK SESSION SUMMARY WORK SESSION SUMMARY

TO: Members of the Governing Body

FROM: Tim Vandall, City Administrator 

DATE: February 18, 2016

SUBJECT: Sidewalk Fee Waivers & Parkland Fee Policy

Pursuant to our conversation in December, we will be discussing parkland fees, as well as our current sidewalk fees.

Action: Discussion and guidance for staff on how to handle these two topics.

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SIDEWALK FEES & PARKLAND FEES

February 25, 2016





SIDEWALK FEES

- Chapter 14, Article 2 Section 14-202 of City Code

• “Where sidewalks are required on tracts or other locations as identified on the engineering plans for the subdivision, any person hereinafter applying for a building permit for any structure for single family or two-family occupancy shall, as a condition thereof, be required to construct sidewalks adjacent to such parcels of property. ***Where sidewalks were not identified as a requirement on the engineering plans of the subdivision, and were not installed on lots, tracts, or other locations, any person hereinafter applying for a building permit for any single family or two-family structure shall, as a condition thereof, contribute to the Capital Reserve Sidewalk Fund an equivalent amount per linear foot, based on sidewalk type and current construction cost estimate as set forth in a schedule updated annually by the Public Works Department, of the required sidewalk along the entire street frontage of said lot, tract, or other location. Such contribution shall take the form of cash or certified check, and shall be nonrefundable.***”



SIDEWALK FEES

- Currently, the City Council reviews the waiver requests on a case by case basis.
 - 901 N 8th Street, refunded \$1,875.00 in December, 2015
 - Construction of home taking place on dead end on older part of town
 - No sidewalks or C&G for several blocks from proposed home
 - 24115 146th Street, didn't issue BP until waiver resolved, \$8,175 in Jan 2016
 - Neighborhood was subdivision on edge of town, originally part of County
 - Proposed home taking place on corner lot, thus the significantly higher sidewalk fee
 - No sidewalks or C&G in subdivision



SIDEWALK FEES

- Currently, this is calculated at \$15 x linear foot=Cost of Fee
- Sidewalk fees are deposited into Fund 70, Capital Improvements
 - *\$1,875 was eventually refunded in December 2015
 - \$700 in 2014 came from 134/136 West Kay

Revenues Collected

2011	2012	2013	2014	2015
\$0	\$0	\$0	\$700	\$1,875*



SIDEWALK FEES

- Financial Impact

Since funds are deposited into Capital Improvements Fund and not an independent fund, we can still pay for new sidewalk or repair existing City sidewalk; **however**, if we collect \$0 and propose \$15,000 in new sidewalk construction, the City would have less money for items like mill & overlay, curb replacement, drainage maintenance, etc.

- *Figures below are NOT trails! Trail/sidewalk are have separate line items!

Expenses

	2011	2012	2013	2014	2015
Sidewalk Construction	\$13,400	\$14,070	\$0	\$0	\$16,136



SIDEWALK FEES

- Where do we go from here?
 - Require fees for all new construction/no waivers at all.
 - Legal issues? City of Mission court case
 - Implement a policy that states fees will not be waived if existing sidewalk is within a certain distance of proposed home construction/within one City block?
 - Continue allowing governing body to review requests on a case by case basis. What we currently do.



PARKLAND FEES

- The Park Land Reserve Fund is utilized to account for parkland fees that are collected. This fund was established to provide for acquisition of and improvement to park land and other park facilities.
- Parkland fees are calculated by \$400/lot
 - Example from last year-RCR4 had 48 lots x \$400=\$19,200.
- Parkland fees are calculated by \$.10/square foot of lot area on commercial/industrial properties



PARKLAND FEES

- This is an independent fund.
- The Parkland Reserve Fund ended 2015 with a balance of \$16,000.
- \$20,000 expense from 2014 was for LAC building study and A/C unit

	2011	2012	2013	2014	2015
Parkland Fees Revenue	\$2,000	\$0	\$26,600	\$0	\$4,400
Parkland Expenses	\$0	\$0	\$0	\$20,000	\$0
Year-end Fund Balance	\$5,000	\$5,000	\$31,600	\$11,600	\$16,000



PARKLAND FEES

- Staff passes requests to waive parkland fees on to governing body
- Fees are collected, unless council waives the requirement
- Typically there is an amenity or benefit to offset park land fees waiver requests (i.e. construction entrance, neighborhood park, etc)



PARKLAND FEES

- Fees in the past were collected through Public Works/Community Development
- Moving forward, fees will be collected through the Community & Economic Development Department
- Recreation Department's involvement is minimal, except when deciding where to spend the Parkland Fees



PARKLAND FEES

- Where do we go from here?
 - Require all developers to pay parkland fees, regardless of ancillary benefits? **No exceptions.**
 - Formal policy outlining what amount of benefits would meet requirements for an exception? (i.e. if construction entrance cost is 200% of parkland fees?, build neighborhood park in excess of parkland fee amount, other examples or ideas?)
 - Continue allowing governing body to review all requests and decide on a case by case basis? What we are doing now.

TO: Members of the Governing Body
FROM: Tim Vandall, City Administrator
DATE: February 19, 2016
SUBJECT: Eisenhower Road

Pursuant to the request to discuss the topic further, we will be reviewing the 1998 Cooperative Agreement for Eisenhower Road and discussing the Eisenhower Road Memorandum of Understanding.

WORKSHEET - THE WORKSHEET

1998

**COOPERATIVE AGREEMENT BETWEEN BOARD OF
COUNTY COMMISSIONERS, LEAVENWORTH COUNTY, KANSAS
CITY OF LANSING, KANSAS, AND CITY OF LEAVENWORTH, KANSAS,
FOR FUTURE MAINTENANCE, CONSTRUCTION, RECONSTRUCTION,
AND OTHER IMPROVEMENTS OF EISENHOWER ROAD**

WHEREAS, the Board of County Commissioners of Leavenworth County, Kansas, hereinafter referred to as "County," and the City of Lansing, Kansas, hereinafter referred to as "Lansing," and the City of Leavenworth, Kansas, hereinafter referred to "Leavenworth," have the authority, under the provisions of K.S.A. 12-2908, to contract with any other municipalities, which include city or county, to perform any governmental service or activity or undertaking which each contracting municipality is authorized by law to perform; and,

WHEREAS, Eisenhower Road is partially within the corporate limits of the City of Leavenworth, the City of Lansing and County of Leavenworth; and,

WHEREAS, to facilitate future upgrading and maintenance of the entire width of the road to a uniform standard by apportioning the responsibility for sections of the road to each municipality without regard to in which jurisdiction a portion of the road may be located;

NOW, THEREFORE, the parties hereto have agreed as follows:

1. The County agrees to mill Eisenhower Road from Fourth Street/Main Street "U.S. Highway 73) to Shrine Park Road and install a 2" asphaltic overlay. The County milling project shall be for a distance of approximately 6' along the North and South outside road surfaces of Eisenhower Road along the route described above. Leavenworth agrees to assist the County by doing storm drainage inlet repairs in conjunction with the overlay program. Leavenworth shall be allowed, during the overlay project, to complete any traffic striping which Leavenworth desires. After the completion of the overlay program, Leavenworth will assume maintenance responsibility for Eisenhower Road from Fourth Street/Main Street (U.S. Highway 73) to Shrine Park Road.

2. Lansing agrees to assume maintenance responsibility for Eisenhower Road from Fourth Street/Main Street (U.S. Highway 73) east to State Highway 5.

3. Leavenworth shall be responsible for the maintenance of the intersection of Fourth Street/Main Street (U.S. Highway 73) and Eisenhower Road to include the traffic signals.

4. As Eisenhower Road west of Shrine Park Road to the Leavenworth west city limits is improved in the future to applicable arterial curb and gutter standards, Leavenworth will assume from the County maintenance responsibility for that portion of the road improved.

5. The County agrees to cooperate with Leavenworth on joint Kansas Department of Transportation grant applications seeking funding assistance for the improvement of Eisenhower Road west from Shrine Park Road. The County agrees to participate if possible with Leavenworth in providing local matching funds for the improvement of Eisenhower Road west of Shrine Park Road.

6. Each municipality consents to the municipality having a maintenance responsibility as provided herein to enter upon the public right-of-way within the jurisdiction of the other to perform the construction, reconstruction, and/or maintenance of Eisenhower Road as provided herein.

7. Each municipality shall be responsible for all costs for labor, material and equipment for the maintenance work performed by said municipality.

8. Any project involving substantial modification or any proposed activity which will result in disruption of traffic other than temporary diversion caused by routine maintenance shall give 14 days advance notice to the other municipality of the proposed activity, unless caused by an emergency in which event notice shall be given to the other municipality as soon thereafter as possible as to the extent of the activity and anticipated traffic interruption.

9. It is acknowledged that each municipality shall have the responsibility of its own negligence

and shall hold the other party harmless from same.

10. Either party to this agreement may give notice of termination to the other party by serving written notice 30 days prior to the effective date of the termination, at which time the maintenance for the respective portions of Eisenhower Road shall return to the municipality with jurisdiction, i.e. within the municipality corporate limits. Notwithstanding any prior language of this agreement the assumption of maintenance responsibility by either city of any portion of Eisenhower Road maintained by the County at the time of the entry into this agreement shall be irrevocable without the consent of the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the

27th day of AUGUST, 1998.

BOARD OF COUNTY COMMISSIONERS

By: *Donald Navinsky*
Robert L. Adams
[Signature]

CITY OF LANSING, KANSAS

By: *Kenneth W. Bernard*
Kenneth W. Bernard, Mayor

CITY OF LEAVENWORTH, KANSAS

By: *H. B. Weeks*
H. B. Weeks, Mayor

DRAFT

AN AGREEMENT, PURSUANT TO THE AUTHORITY GRANTED BY K.S.A 12-2908, BETWEEN THE CITIES OF LANSING AND LEAVENWORTH, KANSAS, AND THE COUNTY OF LEAVENWORTH, KANSAS, FOR CERTAIN IMPROVEMENTS TO EISENHOWER ROAD AND THE FUTURE MAINTENANCE AND REPAIR OF SAID ROAD AND ITS APPURTENANCES

WHEREAS cities of Lansing and Leavenworth, Kansas, and the county of Leavenworth, Kansas, are authorized by K.S.A. 12-2908 to enter into cooperative agreements in order to undertake projects of common interest and benefit; and

WHEREAS the citizens of the county of Leavenworth did on February 3rd of 2015, by majority vote, approve an extension of a one-percent (1%) countywide retailer's sales tax as identified in County Resolution 2014-41, one stated express purpose of which was to fund the improvement of Eisenhower road as it lies west from the existing four-lane section at 155th Street to the western terminus of said road at its intersection with County Road 5 ("Project"); and

WHEREAS the cities of Lansing and Leavenworth, Kansas, and the county of Leavenworth, Kansas, desire that such improvement be undertaken in such fashion as to maximize the current and future benefit to the citizens of the cities and county; and

WHEREAS the cities and county have previously agreed, by way of a cooperative agreement entered into on the 11th day of August, 1998, to certain improvements and maintenance responsibilities to Eisenhower Road and now wish to supplement that cooperative agreement in order to further the common interests of each;

NOW BE IT THEREFORE AGREED

1. **Purpose** That the stated purpose of this agreement between the cities of Lansing ("Lansing") and Leavenworth ("Leavenworth"), Kansas, and the county of Leavenworth ("County"), Kansas ("parties") is to improve Eisenhower Road from 155th Street (completed by Leavenworth Project 52U-1785-01) westerly to the intersection of said road with County Road 5 (completed by Leavenworth County Project 52C-3604-01) in a manner that is uniform with Eisenhower Road as it lies east of 155th Street and is in conformity with the standards of the cities of Lansing and Leavenworth and generally accepted engineering standards, all for the common good of the parties.

2. **Cooperation** That the parties shall cooperate in the project through mutual and timely consultation and shall execute such future agreements and documents as may be needed to achieve the common purpose of the parties, specifically to include jointly supporting an application, to be made by the county, to the Mid-American Regional Council ("MARC") for any funding by MARC which can be obtained and applied to the costs of the project and any eminent domain proceedings that may be necessary.

3. **No separate entity created** It is expressly agreed upon by the parties that this agreement is entered into under the provision of K.S.A. 12-2908 and that no separate entity is hereby created.

4. **Scope of Project** The parties hereby agree that the following, subject to supplemental agreements as needed to achieve the purpose of the project, shall serve as the definition of the scope of the project:

(a) That unless otherwise specified, the costs of the project shall be borne by and be the responsibility of the county and that the county shall undertake, with timely consultation between the parties, the management and completion of the project.

(b) That the project shall cause the roadway as described above to be improved to a four-lane surface, with curb and guttering, to meet the standards and specifications as set forth by the Leavenworth and applicable Kansas Department of Transportation (“KDOT”).

(c) That an enclosed storm sewer shall be constructed as part of the project lying along the curb and gutter section in accord with the standards and specifications of Leavenworth and KDOT and all cross-road structures will be replaced, as needed, with new facilities designed to accommodate a 50-year storm event.

(d) That a 10-foot (10') wide multi-purpose concrete bicycle/pedestrian path shall be constructed to connect with the existing paths on the north side of Eisenhower Road at 155th Street and 20th Street and shall extend to Birch Street. That the project shall cause such grading on the north and south sides of the project so as to facilitate future extension or construction of additional pathways by Lansing or Leavenworth.

(e) That the roadway surface of the project will be of asphalt on compacted rock base with geostabilization fabric along the tangent sections, with reinforced concrete at the intersection of 20th Street and Eisenhower in accord with standards and specifications of Leavenworth and KDOT.

(f) That appropriate and necessary traffic signals and signage shall be installed under the project, with Leavenworth assuming responsibility for the maintenance and repair of such signals and signage.

(g) That street lighting shall be installed along the northern and southern sides of the project from 155th Street to Birch street. Said lighting shall be maintained through an agreement between Lansing and Leavenworth, respectively, with Westar Energy, or their successor, to include operation costs for such lighting.

4. **Maintenance** Upon the completion of the project Leavenworth shall assume responsibility for the maintenance, repair and upkeep of the road way and its appurtenances, provided that Lansing shall be responsible the maintenance, repair and upkeep of stormwater structures and pathways located on the southern side of the project except for any section thereof that is within the boundaries of Leavenworth.

(Upon review and agreement as to the technical provisions contained herein appropriate provisions for cash-basis, severability, authority to enter into, etc. will be added)