



CITY OF LANSING
Council Chambers
800 1st Terrace
Lansing, KS 66043

COUNCIL AGENDA
Regular Meeting
Thursday, April 21, 2016
7:00 P.M.

WELCOME TO YOUR CITY COUNCIL MEETING

Regular meetings are held on the first and third Thursday of each month at 7 pm and are televised on Cable Television Channel 2 on Monday 7 pm, Tuesday 10 am & 7 pm, Friday 5 pm, Saturday 1 pm and Sunday 7 pm.

Any person wishing to address the City Council, simply proceed to the microphone in front of the dais after the agenda item has been introduced and wait to be recognized by the Mayor. When called upon, please begin by stating your name and address. A time designated "Audience Participation" is listed on the agenda for any matter that does not appear on this agenda. The mayor will call for audience participation. Please be aware that the city council and staff may not have had advance notice of your topic and that the city council may not be able to provide a decision at the meeting. If you require any special assistance, please notify the city clerk prior to the meeting.

Call To Order

Pledge of Allegiance

Roll Call

OLD BUSINESS:

1. Approval of Minutes

NEW BUSINESS:

Audience Participation

Presentations

Council Consideration of Agenda Items:

2. Treasurer's Report for Quarter Ending March 31, 2016
3. Planning Commission Appointments
4. Board of Zoning Appeals Appointments
5. Ordinance No. 961 – Tobacco Purchasing Age
6. Angel Falls Project – KDOT Inspection Supplemental Agreement
7. DeSoto Road Supplemental Agreement
8. City/State Federal Fund Exchange Master Agreement

Reports:

City Attorney; City Engineer; City Administrator; Councilmembers

Proclamation

Other Items of Interest:

9. Department Vehicle and Equipment Mileage Reports
10. Financial Summary
11. Thank You – Cody Burnett

Adjournment

AGENDA SUMMARY

TO: Tim Vandall, City Administrator 
FROM: Sarah Bodensteiner, City Clerk 
DATE: April 15, 2016
SUBJECT: Agenda Summary

Call To Order
Pledge of Allegiance
Roll Call

OLD BUSINESS:

1. **Approval of Minutes**

The regular meeting minutes of April 7, 2016, are attached.

- **ACTION:** A motion to approve the regular meeting minutes of April 7, 2016, as presented.

NEW BUSINESS:

Audience Participation
Presentations

Items for Council Consideration:

2. **Treasurer's Report for Quarter Ending March 31, 2016**

- The Treasurer's Report for quarter ending March 31, 2016 has been included for your review.
- **ACTION:** A motion to approve the Treasurer's Report for quarter ending March 31, 2016, as presented.

3. **Lansing Planning Commission Appointment**

- There are two positions on the Planning Commission whose terms will expire on April 30, 2016.
- These positions were advertised and only one application has been received.
- **ACTION:** A motion to appoint Chad Neidig to the Lansing Planning Commission for a three year term expiring April 30, 2019.

4. **Lansing Board of Zoning Appeals Appointments**

- There are two positions on the Board of Zoning Appeals whose terms will expire on April 30, 2016.
- These positions were advertised and three applicants have applied.
- Councilmembers interviewed the applicants at the Special Meeting on April 21, 2016 at 6:00 p.m.
- Council will need to appoint two applicants to the Lansing Board of Zoning Appeals for a three year term expiring April 30, 2019.

5. **Ordinance No. 961 – Tobacco Purchasing Age**

- The Governing Body has received information about and discussed the topic of raising the tobacco purchasing age from 18 to 21 years old.
- The proposed ordinance will prohibit the sale of tobacco products to persons under the age of 21 years old.
- **ACTION:** A motion to approve or deny adopting Ordinance No. 961, raising the purchase age of tobacco products from 18 to 21, as presented.

6. **Angel Falls Project – KDOT Inspection Supplemental Agreement**

- KDOT recently created a supplemental agreement for inspection services for the Angel Falls Project No. 52N -0602-01.
- The supplemental agreement is for payment of an additional ten (10) days of inspection services performed that were not originally in the contract.
- **ACTION:** A motion to authorize the Mayor to execute the Angel Falls Supplemental Agreement No. 1 in the amount of \$7,422.41, which increases the contract amount to \$52,488.50 and attach his signature of approval thereto.

7. **DeSoto Road Supplemental Agreement**

- This agreement supplements the original preliminary engineering contract for DeSoto Road.
- This agreement allows the City to move forward with re-design of DeSoto Road from five (5) lanes to three (3) lanes.

AGENDA SUMMARY

TO: Tim Vandall, City Administrator 
FROM: Sarah Bodensteiner, City Clerk
DATE: April 15, 2016
SUBJECT: Agenda Summary

- By moving forward with this agreement, PEC expects the project to be let for bids by April 15, 2018.
 - **ACTION:** A motion to authorize the Mayor to execute the supplemental agreement for engineering services at an amount of \$202,550.00.
8. **City/State Federal Fund Exchange Master Agreement**
- The 2016 distribution of federal highway funds has been made and Lansing has the opportunity to exchange \$132,641.43.
 - A portion of these funds will reimburse expenses for the Gambles Street project as discussed at the April 2, 2015 Council meeting. The remaining funds will be banked for use on future city projects.
 - **ACTION:** A motion to authorize the Mayor to sign the 2016 City/State Federal Fund Exchange Master Agreement and exchange request.

Reports: City Attorney; City Engineer; City Administrator; Councilmembers

Proclamations

Other Items of Interest:

7. Department Vehicle and Equipment Mileage Report
8. Financial Summary
9. Thank You – Cody Burnett

Adjournment

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Sarah Bodensteiner, City Clerk 
DATE: April 14, 2016
SUBJECT: Approval of Minutes

The regular meeting minutes for April 7, 2016, are enclosed for your review.

Action: Staff recommends a motion to approve the regular meeting minutes for April 7, 2016, as presented.

AGENDA ITEM #



Call To Order:

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

Roll Call:

Mayor Gene Kirby called the roll and indicated which councilmembers were in attendance.

Councilmembers Present:

Ward 1: Kevin Gardner and Dave Trinkle
Ward 2: Andi Pawlowski and Don Studnicka
Ward 3: Jesse Garvey and Kerry Brungardt
Ward 4: Tony McNeill and Gregg Buehler

Councilmembers Absent:

OLD BUSINESS:

Approval of Minutes: Councilmember McNeill moved to approve the regular meeting minutes of March 17, 2016, as presented. Councilmember Buehler seconded the motion. The motion was unanimously approved.

NEW BUSINESS:

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

Presentation

Proclamations: Tree City – Mayor Kirby presented the Tree City Proclamation proclaiming Arbor Day in Lansing as April 15, 2016, to Parks & Recreation Director Jason Crum and Tree Board member and Councilmember Kevin Gardner.

National Library Week – Mayor Kirby presented the National Library Week Proclamation proclaiming National Library Week as April 10-16, 2016, to Library Director Terri Wojtalewicz.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Temporary Cereal Malt Beverage License for Lansing DAZE: Councilmember Buehler moved to approve the temporary cereal malt beverage license for the Lansing DAZE event. Councilmember Pawlowski seconded the motion.

- Councilmember Trinkle asked Chief did you investigate this group pretty close.
 - Police Chief Steve Wayman replied sure, I do it every year.

The motion was unanimously approved.

Project No. 16-02: 2016 Capital Improvements Program: Councilmember Studnicka moved to authorize the Public Works Department to prepare contract documents and advertise for bids for Project No 16-02: 2016 Capital Improvements Program. Councilmember Trinkle seconded the motion.

- Councilmember Pawlowski asked so Tony may or may not be doing the wastewater treatment plant parking lot, is that, I mean that's the way it reads.
 - Public Works Director Jeff Rupp replied yes, he doesn't know what the bids will come in at so depending on what the bids are actually, whether he has funds enough to fund it out of his Fund 50.
 - Councilmember Pawlowski asked 50 is out of wastewater, so if we have extra money you wouldn't use it for that.
 - City Administrator Tim Vandall replied no.
 - Councilmember Pawlowski stated it only comes out of wastewater.
 - City Administrator Tim Vandall stated yeah we wanted that separate because that doesn't benefit the tax payers that benefits our employees only in that department.
 - Councilmember Pawlowski asked so do we have to do another motion at some point for that or no.
 - City Administrator Tim Vandall replied we shouldn't, we're expecting it to be under fifteen thousand dollars so I don't think you'd need another motion.

The motion was unanimously approved.

Executive Session – Consultation with Attorney: Councilmember Pawlowski moved to recess into executive session for consultation with an attorney on matters that would be privileged in Attorney-Client relationship for 15 minutes, beginning at 7:09 p.m. and returning at 7:24 p.m. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Councilmember Studnicka moved to return to open session at 7:24 p.m. Councilmember Trinkle seconded the motion. The motion was unanimously approved.

REPORTS:

City Attorney: City Attorney had nothing to report.

City Engineer: City Engineer had nothing to report.

City Administrator: City Administrator Tim Vandall stated that the finalized report from Terracon has been received and provided to Council. The City has met with Lan Del and USD 469 to discuss, along with City Engineer contacting Terracon and addressing his questions. No discussions or decisions have been made as to what the cost is and what entity or entities are paying for the fix. The next step is costs will be gathered and the entities will meet again to discuss.

- Public Works Director Jeff Rupp explained that the report explained that due to the type of soil in the ground, once saturated, the soil was compromised and as such the slope failure occurred. The report does not address whose fault it is, but provides the results of the testing of the soil to determine the cause of the failure and recommendation for a solution. The recommendation is to remove the soil and mix it with an engineered mix and re-distribute the soil to the area and trench drains to elevate extreme saturation. At this stage, there is no evidence that West Mary has been compromised due to the slope failure, but it is a concern based on how close to the road the failure has occurred. The water line on Mary Street that runs near the slope failure has been shut off since last fall.

City Administrator Tim Vandall reminded the council that if they are interested in attending the Lansing Educational Foundation breakfast, please rsvp to Sarah by Wednesday, April 13, 2016.

Governing Body: Councilmember Studnicka thanked Beth Sanford and the City Inspector for quickly handling a situation where water was turned off due to non-payment and not allowing a person to live in squalor. Councilmember Trinkle asked about the turn out of the City Wide Garage Sales.

- Community and Economic Development Director Stefanie Leif stated that sign up numbers for the map were a little lower than past years, but many others that weren't on the list held garage sales that weekend and the event was successful.

Councilmember Gardner commended the staff for their hard work and receiving numerous thank you letters, and heard good feedback in regards to the mock interview.

Councilmember Pawlowski confirmed that the City Facebook page had the article about Lansing resident and retired Marine Corps Sgt. Benedict Lohman, Sr., who was chosen to throw out the first pitch at a Kansas City Royal's Game.

- Public Information Officer Ken Miller confirmed that the information was posted and received many views.

Councilmember Garvey stated that because Marine Corps Sgt. Benedict Lohman, Sr., was 97 years old, Mike Moustakas went out to help him and he was able to have a conversation with a Major League Baseball player.

Councilmember Buehler stated he received positive feedback about the yard sales and provided a fun fact, on this day in 1940, Booker T. Washington became the first African American depicted on a U.S. postage stamp.

Councilmember Brungardt encouraged those who have not attended the Educational Foundation breakfast to attend, as it recognized those who volunteer and work tirelessly to provide great things for the students and teachers.

ADJOURNMENT: Councilmember Brungardt moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:35 p.m.

ATTEST:

Louis E. Kirby, Mayor

Sarah Bodensteiner, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Elizabeth Sanford, Director of Finance 
DATE: April 12, 2016
SUBJECT: Treasurer's Report for Quarter Ending March 31, 2016

Please find the Treasurer's Report for the first quarter (January through March 31, 2016) attached for your review. This report is published quarterly in accordance with KSA 12-1608, 12-1609.

Action:

Staff recommends a motion to approve the Treasurer's Report for the quarter ending March 31, 2016 as presented.

AGENDA ITEM #

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CITY OF LANSING
TREASURER'S REPORT - QUARTER ENDING MARCH 31, 2016

Fund Name	Fund Number	Unencumbered Cash Balance 12/31/15 DR / (CR)	Receipts	Disbursements	Audit Adj. & Net Encumb. Liquidated 3/31/16	Unencumbered Fund Balance 3/31/16 DR / (CR)	Add Reserves, Account Payable, and Encumbrances	Subtract Receivables, Other Assets, and Net Fixed Assets	Treasurer's Cash Balance 3/31/16
General:	10	1,089,887.39	2,124,685.22	1,364,995.76	6,914.30	1,842,662.55	55,853.72	13,103.37	1,885,412.88
Special Revenue:									
Library	20	50,183.31	126,134.05	71,997.53	0.00	104,319.83	7,936.90	0.00	112,256.72
Consolidated Street & Highway	22	310,206.55	120,203.77	110,225.63	0.00	320,184.69	9,489.76	0.00	329,674.46
Special Parks & Recreation	23	266,563.04	36,686.34	8,802.48	0.00	294,446.90	0.00	0.00	294,446.90
Special Alcoholic Liquor	24	14,285.19	2,522.81	372.89	0.00	16,435.11	0.00	0.00	16,435.11
KS Regional Prisons Museum	62	136,916.61	34.71	0.00	0.00	136,951.32	0.00	0.00	136,951.32
Hillbrook Subdivision Escrow	66	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00	20,000.00
Agency:									
Bonds Posted	41	0.00	0.00	0.00	0.00	0.00	6,663.11	0.00	6,663.11
Park Land Trust	59	16,000.00	0.00	0.00	0.00	16,000.00	0.00	0.00	16,000.00
Mayor's Christmas	61	8,806.03	102.00	0.00	0.00	8,908.03	0.00	0.00	8,908.03
Transient Guest Tax	63	94,491.56	33,143.79	18,794.02	0.00	108,841.33	0.00	0.00	108,841.33
Facilities Renovation	73	0.00	0.00	0.00	0.00	0.00	52,454.92	0.00	52,454.92
Debt Service:									
Bond & Interest	40	5,769,421.31	975,117.61	301,402.94	0.00	6,443,135.98	0.00	5,235,247.26	1,207,888.72
Enterprise:									
Wastewater Utility	50	15,214,449.43	624,734.45	440,421.40	(33,428.55)	15,432,191.03	35,348.70	14,001,021.18	1,466,518.55
Solid Waste Utility	51	507,738.99	144,809.16	95,602.66	22,780.23	534,165.26	3.48	249,113.71	285,055.03
Investment Fixed Assets	90	3,992,316.82	0.00	0.00	0.00	3,992,316.82	0.00	3,992,316.82	0.00
Capital Projects:									
Capital Projects Fund	70	47,132.47	175,128.17	0.00	0.00	222,260.64	0.00	0.00	222,260.64
Equipment Reserve Fund	80	146,341.62	25,006.18	56,116.00	0.00	115,231.80	0.00	0.00	115,231.80
Police Equipment Reserve Fund	45	22,310.06	3,435.50	0.00	0.00	25,745.56	0.00	0.00	25,745.56
147th St/9B Interceptor Fund	79	3,500.98	28,414.00	0.00	0.00	31,914.98	0.00	0.00	31,914.98
7 Mile Creek Project Fund	82	3,075,642.38	0.00	949,135.32	0.00	2,126,507.06	0.00	0.00	2,126,507.06
Total All Funds		30,786,193.74	4,420,157.76	3,417,866.63	(3,734.02)	31,792,218.89	167,750.59	23,490,802.34	8,469,167.12

STATEMENT OF BOND INDEBTEDNESS				
Bonds	General Obligation		Waste Water Revenue	Total
	Improvement	Revolving Loans		
Outstanding as of 1/1/16	\$ 20,030,000	\$ -	\$ -	\$ 20,030,000
Retired	-	-	-	\$ -
Issued	-	-	-	\$ -
Refunded	-	-	-	\$ -
Outstanding as of 3/31/2016	\$ 20,030,000	\$ -	\$ -	\$ 20,030,000
Temporary Notes	\$ 4,450,000	-	-	\$ 4,450,000
Total Outstanding 3/31/2016				\$ 24,480,000

*Published quarterly in accordance with KSA 12-1608, 12-1609 - Elizabeth Sanford, Director of Finance.

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Stefanie Leif, Community and Economic Development Director 
DATE: April 13, 2016
SUBJECT: Appointment to Lansing Planning Commission

There are two positions on the Planning Commission whose terms will expire on April 30, 2016. These positions were advertised and only one application has been received.

Action: A motion to appoint Chad Neidig to the Lansing Planning Commission for a three-year term expiring April 30, 2019.

AGENDA ITEM #

3



CITY OF LANSING

800 First Terrace

Lansing, Kansas 66043

Telephone: 913-727-3036 * Fax: 913-828-4579

www.lansing.ks.us

APPLICATION FOR LANSING PLANNING COMMISSION

Name: Chad Neidig

Lansing Address: 926 Oakmont Dr. Lansing KS 66043

Home Phone: 913-240-8052

Business Phone: 913-240-8052

E-mail: chadneidig@yahoo.com

Please attach a one to two page written statement expressing your interest in being appointed to the Lansing Planning Commission. Your written statement should address the following four topics:

1. Qualifications for the position.
2. Personal philosophy of the Lansing Planning Commission and development in Lansing.
3. Desired accomplishments as a Lansing Planning Commission member.
4. Willingness to attend meetings.

Also, attach the name, address, and telephone number of three personal references.

All applications should be returned to Lansing City Hall, marked "Attention: City Clerk" no later than March 31, 2016.

Chad Neidig, P.E., PMP

926 Oakmont Dr.

Lansing, KS 66043

913-240-8052

chadneidig@yahoo.com

I would very much like to volunteer for the available position on the Lansing Planning Commission. I have been a civil engineer primarily focused on infrastructure for the last 20 years. I have seen the importance of planning and development, and how it directly impacts municipalities. I want to serve my community by utilizing the skills I have learned as an engineer and program/project manager. I readily look forward to attending and participating in meetings, study sessions, or other planning commission events.

Over the last 20 years, I have had the unique opportunity to serve the nation as a civil engineer and program/project manager for the US Army and the US Army Corps of Engineers. I am particularly fond of my time working on infrastructure projects ranging from local drainage solutions to large hydropower facilities. An applicable example is the time I spent working with the US Army Corps of Engineers in New Mexico and Washington. I was directly engaged in works for the Section 595 program that helped rural municipalities address water-related environmental infrastructure and resource protection and development projects. These projects ranged from fresh water supply to storm water runoff to waste water management. Throughout my career, I have worked with partners at all levels of government to include National, State, Local, and Tribal Sovereign governments as well as other non-governmental agencies both in the US and abroad.

I have a passion for local municipal infrastructure. This is as a direct result of my time with the Section 595 program as well as my time as the Deputy Commander of the Recovery Field Office for the US Army Corps of Engineers, Joplin, MO as part of the recovery efforts from the 22 May 2011 tornado. As I wrap up my Army career, my family and I have decided to make Lansing our permanent home. In doing this, I have a vested interest in the deliberate and organized development of our community. I believe that the role of the planning commission is to do just that in accordance with the Lansing Comprehensive Plan as it applies to all future development for the city.

I specifically want to see transportation improvements in the form of access to Kansas City and throughput and development of the Main Street Corridor as well as ensure the safety of our students attending our schools. Travel to and from school is especially near and dear to me as the father of two teenagers attending Lansing High. It is my desire to participate in the planning process to achieve these goals by evaluating proposals on their merits in accordance with the Lansing Comprehensive Plan.

I am willing to attend and participate in meetings, study sessions, or other planning commission events. If for any reason I am unable to personally attend a particular event, I will do my best to use technology to attend.

I greatly look forward to the opportunity to serve our community putting 20 years of experience to work for the betterment of Lansing. Thank you very much for your consideration and I hope to hear from you in the near future.

Respectfully,

Chad Neidig, P.E., PMP

913-240-8052

References for Chad Neidig, P.E., PMP

I am attaching three personal references for you use in evaluating my application.

Frank Reyes

107 Brookwood Ct

Lansing, KS 66043

913-240-3307

Tim Kurgan

US Army Corps of Engineers

601 E 12th St. Ste. 700

Kansas City, MO 64106

816-389-2336

Pete Doles

2505 Campeche Rd NE

Rio Rancho, NM 87114

505-710-6543

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Stefanie Leif, Community and Economic Development Director 
DATE: April 13, 2016
SUBJECT: Appointments to Lansing Board of Zoning Appeals

There are two positions on the Board of Zoning Appeals whose terms will expire on April 30, 2016. These positions were advertised and three applicants have applied.

Action: A motion to appoint two applicants to the Lansing Board of Zoning Appeals for a three-year term expiring April 30, 2019.



CITY OF LANSING

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APPLICATION FOR LANSING BOARD OF ZONING APPEALS

Name: MICHAEL A. SUOZZO

Lansing Address: 417 OAK BROOK DR

Home Phone: 913 306 2180

Secondary Phone: 913 727 5209

E-mail: MSUOZZO @ GMAIL.COM

Please attach a written statement expressing your interest in being appointed to the Lansing Board of Zoning Appeals. Your written statement should address the following four topics:

1. Qualifications for the position.
2. Personal philosophy of the Lansing Board of Zoning Appeals.
3. Desired accomplishments as a Board of Zoning Appeals Member.
3. Willingness to attend meetings on an as needed basis.

Also, attach the name, address, and telephone number of three personal references.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" no later than March 31, 2016.

Michael A. Suozzo- Statement in support of the application for Lansing Board of Zoning Appeals

I request favorable consideration of my application for reappointment to the Lansing Board of Zoning Appeals. I have owned a home in Lansing since 1977 and have been a full time resident for the past 25 years. I have watched the community grow over that period and want to continue to do my small part to foster that growth and give back something to the community. I requested and was appointed to the Lansing Planning Commission in 1997. The following year I volunteered to be the Planning Commission's representative to the Board of Zoning Appeals. In 2012 I was elected, by the board members, to be the board president.

I believe that a strong and coherent set of zoning ordinances, strictly enforced, are necessary to ensure the orderly and safe growth of Lansing. However, in a community like Lansing, which developed and grew over the past 100+ years, there are diverse areas of the town; some areas less than 10 years old and others much older. These areas were developed and grew under several sets of zoning requirements. My philosophy, as a member of the board, is to apply common sense to each situation that is brought before the board for action. Strictly applying some of the newer zoning requirements in the older areas of town would place an undue hardship on some of the home/property owners. In some cases, due to actions taken under older codes, it is difficult to strictly comply with current codes.

In my opinion, the guiding principles in all decisions the board makes are: First, any decision made will not negatively affect the safety of our citizens. Second, decisions will not negatively affect the rights and property value of the surrounding home/land owners. Third, wherever possible, decisions will not present the petitioning home/business owner with an undue hardship. Applying these principles, with some common sense is what I believe the board's mandate is.

I have been a member of the board for 18 years, in that time; I have missed only three or four meetings. Since having the privilege of being elected, by members of the board as president I have missed only one meeting.

References:

Dr Peter Christiano MD 720 1st Terraces, Lansing, KS (913)682-5588

Mr Greg Robinson JD, 400 North Main St, Lansing, KS (913) 727-5800

Mr Dave Anaya, 3121 Gilman Rd, Lansing KS (913)250-5029



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Lansing Address: 926 Oakmont Dr. Lansing KS 66043

Home Phone: 913-240-8052

Secondary Phone: 913-240-8052

E-mail: chadneidig@yahoo.com

Please attach a written statement expressing your interest in being appointed to the Lansing Board of Zoning Appeals. Your written statement should address the following four topics:

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I would very much like to volunteer for the available position on the Lansing Board of Zoning Appeals. I have been a civil engineer primarily focused on infrastructure for the last 20 years. I have seen the importance of zoning in planning and development, and how it directly impacts municipalities. I want to serve my community by utilizing the skills I have learned as an engineer and program/project manager. I readily look forward to attending and participating in meetings, study sessions, or other Board events.

Over the last 20 years, I have had the unique opportunity to serve the nation as a civil engineer and program/project manager for the US Army and the US Army Corps of Engineers. I am particularly fond of my time working on infrastructure projects ranging from local drainage solutions to large hydropower facilities. An applicable example is the time I spent working with the US Army Corps of Engineers in New Mexico and Washington. I was directly engaged in works for the Section 595 program that helped rural municipalities address water-related environmental infrastructure and resource protection and development projects. These projects ranged from fresh water supply to storm water runoff to waste water management. Throughout my career, I have worked with partners at all levels of government to include National, State, Local, and Tribal Sovereign governments as well as other non-governmental agencies both in the US and abroad.

I have a passion for local municipal infrastructure. This is as a direct result of my time with the Section 595 program as well as my time as the Deputy Commander of the Recovery Field Office for the US Army Corps of Engineers, Joplin, MO as part of the recovery efforts from the 22 May 2011 tornado. My time in Joplin was particularly enlightening to the issues regarding zoning. As I wrap up my Army career, my family and I have decided to make Lansing our permanent home. In doing this, I have a vested interest in the deliberate and organized development of our community. I believe that the role of the Zoning Board is to do just that in accordance with the Lansing Comprehensive Plan as it applies to all future development for the city.

I specifically want to see transportation improvements in the form of access to Kansas City and throughput and development of the Main Street Corridor as well as ensure the safety of our students attending our schools. Travel to and from school is especially near and dear to me as the father of two teenagers attending Lansing High. It is my desire to participate in the zoning process to achieve these goals by evaluating proposals on their merits in accordance with the Lansing Comprehensive Plan.

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Respectfully,

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913-240-8052

References for Chad Neidig, P.E., PMP

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2505 Campeche Rd NE

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505-710-6543



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800 First Terrace

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Telephone: 913-727-3036 * Fax: 913-828-4579

www.lansing.ks.us

APPLICATION FOR LANSING BOARD OF ZONING APPEALS

Name: TIMOTHY J. CAHILL

Lansing Address: 1512 SYCAMORE RIDGE DRIVE

Home Phone: 727-3856

Secondary Phone: 483-1182

E-mail: tim@marlowwhite.com

Please attach a written statement expressing your interest in being appointed to the Lansing Board of Zoning Appeals. Your written statement should address the following four topics:

1. Qualifications for the position.
2. Personal philosophy of the Lansing Board of Zoning Appeals.
3. Desired accomplishments as a Board of Zoning Appeals Member.
3. Willingness to attend meetings on an as needed basis.

Also, attach the name, address, and telephone number of three personal references.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" no later than March 31, 2016.

City of Lansing
Attn: City Clerk
800 First Terrace
Lansing, KS 66043

SUBJECT: Application for Re-Appointment to Board of Zoning Appeals

I am requesting consideration for re-appointment to the Lansing Board of Zoning Appeals. I have enclosed the requisite application.

As to qualifications, I have been a resident of Lansing for 19 years. I am a retired military officer who first encountered the greater Fort Leavenworth area when I was a student at the Command and General Staff College from 1992-1993. My wife and I fell in love with the area then and decided to relocate here for our last tour before retiring in 2000. We purchased our home in Lansing because we were impressed with the medium-sized town atmosphere - that was implementing a great vision for continued improvement; that had a fantastic environment to raise our family; and that was a friendly and vibrant community. I bring a combination of qualifications that I think can add some diverse perspective to the board:

- 1) I am currently one of the owners of Marlow White Uniforms, Inc., in Leavenworth. As a business owner I can understand the importance of zoning ordinances to a business, both as a direct impact as it may potentially affect an individual business and as an indirect impact of proper ordinances to keep a community safe, growing and vibrant for people - who become customers for the businesses of the community.
- 2) I was a registered Professional Engineer for 25 years, though since I am no longer practicing, I have recently allowed my Kansas registration to expire because I am no longer able to keep my Continuing Education current in my current capacity at Marlow White. I attended the United States Military Academy (BS Engineering, 1980) and Purdue University (MS Civil Engineering, 1989).
- 3) I served 20 years as an officer, retiring as a Lt. Colonel in the US Army Corps of Engineers. As such, I understand the vital importance of open and public meetings, due process, and the balance between public and private interests concerning infrastructure needs.

My personal philosophy concerning role of the Board of Zoning Appeals is also one of balance and can be summarized as follows:

- 1) Zoning ordinances should be viewed not much so as constraints and hindrances to individual property owners, but as mechanisms by which a community can

SUBJECT: Application for Re-Appointment to Board of Zoning Appeals

preserve safety and gradually improve welfare, function, and appearance over time.

- 2) Property owners should have as much liberty as possible to use their property as they see fit within the confines of community safety and well-being.
- 3) Zoning ordinances cannot possibly define every combination of situation and location, so appeals for variations to the zoning ordinances are essential to a vibrant and healthy community.
- 4) The Lansing City Staff should serve the citizens of Lansing by “doing things right” – interpreting the ordinances to the letter, but have a duty within the community to assist property owners in the appeal process (which from my perspective, they do so admirably).
- 5) By contrast, the Lansing Board of Zoning Appeals should focus on “doing the right thing” – applying common sense and judgment when evaluating variations.
- 6) The members of the Lansing Board of Zoning Appeals are recommended by the Mayor and the City Staff and appointed/approved by the City Council. As such, the members are answerable to the citizens of Lansing and hold a position of trust to act in their behalf.

My desired accomplishments as a member of the Board of Zoning Appeals is a direct reflection of my philosophy above. As an appeals body, the board is by nature “reactive” in function, so an underlying agenda or tangible goal that we envision is not appropriate. Rather, my primary desired accomplishment is to be known as a “judicious” member – a member who is discerning and sound in judgment as we balance the spirit and intent of the zoning ordinances that the City Council has enacted with the needs of the city, the community, and the appealing individual.

For consideration, I submit three personal references:

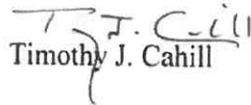
- 1) Frank Melero, 1401 Sycamore Ridge Drive, 704-7905 (neighbor).
- 2) Dan Greer, 520 Chestnut, Leavenworth, 651-6358 (Controller, Marlow White Uniforms).
- 3) Rick Schneider, 630 Delaware, Leavenworth, 772-1776 (President, Exchange National Bank).

SUBJECT: Application for Re-Appointment to Board of Zoning Appeals

Cindy Tripp has done a fantastic job of scheduling the as-needed meetings and working with our schedules, so I have had very little problem with conflicts that would prevent me from attending the meetings.

In closing, I am both humbled and proud – proud to be able to serve the community of Lansing in this way in the past, and humbled by the responsibility of the position in serving the people of Lansing.

Sincerely,


Timothy J. Cahill

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Sarah Bodensteiner, City Clerk
DATE: April 14, 2016
SUBJECT: Ordinance No. 961 – Tobacco Purchasing Age

The Governing Body has received information and discussed the topic of raising the tobacco purchasing age from 18 to 21 years old. This Ordinance would prohibit the sale of tobacco products to persons under the age of 21 years old.

Action: Staff recommends a motion to approve or deny adopting Ordinance No. 961, raising the purchase age of tobacco products from 18 to 21, as presented.

Ordinance No. 961

An Ordinance Amending Chapter 12 Public Offenses, Article 1. Uniform Offense Code, Section 12-101 to Omit and Delete Article 5, Section 5.7 of the Uniform Public Offense Code; and Amending Chapter 12 Public Offenses to Add Article 2 Local Regulations; Section 12-211 Selling, Giving or Furnishing Cigarettes or Tobacco Products to A Person Under 21 Years of Age, of the Code of the City of Lansing, Kansas as adopted by ordinance 953

BE IT ORDANINED by the Governing Body of the City of Lansing, Kansas:

Section 1: Chapter 12 Public Offenses, Article 1. Uniform Offense Code, Section 12-101, is amended as follows:

SAME; DELETIONS AND OMISSIONS.

Article 5: Section 5.7 of the Uniform Public Offense Code relating to Selling, Giving Or Furnishing Cigarettes Or Tobacco Products To A Minor is hereby omitted and deleted.

Section 2: Chapter 12 Public Offenses, Article 2 Local Regulations; Section 12-211 Selling, Giving or Furnishing Cigarettes or Tobacco Products to A Person Under 21 Years of Age is added as follows:

12-211 SELLING, GIVING OR FURNISHING CIGARETTES OR TOBACCO PRODUCTS TO A PERSON UNDER 21 YEARS OF AGE.

(a) It shall be unlawful for any person to:

(1) Sell, furnish or distribute to any person under the age of 21 years any cigarettes, electronic cigarettes, or tobacco products; or

(2) Buy any cigarettes, electronic cigarettes, or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under subsection (a) of this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes or tobacco products; and

(3) To purchase or receive the cigarettes, electronic cigarettes, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, or tobacco products.

(c) It shall be a defense to a prosecution under subsection (a) of this section if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601, that the person was 21 or more years of age.

(d) For purposes of this section, the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age, or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(e) **Electronic cigarette** means a device that delivers nicotine or other substances to the person inhaling from the device, including but not limited to any electronic cigarette, cigar, pipe, or hookah, including any component, part, or accessory of such a device, whether or not sold separately. Electronic cigarette shall not include any products that have been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(f) As used in this section, **sale** means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration.

(g) It is unlawful for any person who is a retail dealer to fail to post and maintain in a conspicuous place in the dealer's establishment the following notice: "BY LAW, CIGARETTES AND TOBACCO PRODUCTS MAY BE SOLD ONLY TO PERSONS 21 YEARS OF AGE AND OLDER."

(h) Violation of this section is a class B violation punishable by a minimum fine of \$200.

Section 3: This ordinance shall be in full force and effect beginning July 1, 2016, and after its passage and publication in the official city newspaper.

PASSED BY THE COUNCIL and SIGNED BY THE MAYOR the _____ day of _____, 2016.

CITY OF LANSING, KANSAS

{SEAL}

Louis E. Kirby, Mayor

Attest:

Sarah Bodensteiner, City Clerk
Date Published:
Published: Leavenworth Times

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Jeff A. Rupp, Director of Public Works
DATE: April 15, 2016
SUBJECT: Angel Falls Project – KDOT Civil Engineering Supplemental Agreement No 1

KDOT recently created a supplemental agreement no.1 for the Angel Falls Project Number 52 N – 0602-01.

It includes payment for an additional 10 days of inspection services performed that were not originally in the contract and also includes an engineering increased net fee.

Therefore, the new contract limit is:

\$45,066.09 [original contract] + \$7,422.41 [supplemental 1] = **\$52,488.50** [new contract amount].

The City of Lansing is responsible for paying the \$7,422.41 contract increase.

Please find attached a copy of this supplemental agreement. Three (3) copies need to be executed by the Mayor.

Action: The City Council authorizes the Mayor to execute the Angel Falls Supplemental Agreement No. 1 in the amount of \$7,422.41 which increases the contract amount to \$52,488.50 and to attach his signature of approval thereto.

AGENDA ITEM #

6

**CITY'S
ORIGINAL**

**SUPPLEMENTAL NO. 1
FOR AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING
INSPECTION SERVICES BY CONSULTANT
(COST PLUS NET FEE CE AGREEMENT)**

CMS CONTRACT NO. 017151023

**PROJECT NO. 52 N-0602-01
CITY OF LANSING
LEAVENWORTH COUNTY**

THIS AGREEMENT entered into and is effective the date signed by the Secretary or Designee, by and between City of Lansing, (the "LPA" (Local Public Authority) or "Governmental Entity") as principal, and the consulting engineering firm of McAfee Henderson Solutions, Inc., (the "Consultant") and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation, (the "Secretary"). The LPA, the Consultant and the Secretary are collectively referred to as the "Parties."

RECITALS:

- A. The LPA, the Consultant and the Secretary entered into an agreement dated October 31, 2014, hereinafter referred to as "Original Agreement" for the construction engineering inspection services on this Project.
- B. The Consultant had to provide additional construction engineering inspection services for an additional ten (10) working days that were added after the time the contract was signed and disturbed and twelve (12) part time days when working days were not charged.
- C. The LPA, the Consultant and the Secretary have agreed the Project will benefit from the additional work.
- D. The Consultant, the LPA and the Secretary, because of these additional construction engineering inspection services, propose to increase the upper limit of the contract.

NOW, THEREFORE, the Parties agree as follows:

1. On page 4 of Special Attachment No. 1 Specific Construction Provisions, Article III Basis of Payment, Paragraph (1) be replaced in its entirety to read as follows:

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of ~~\$6,498.32~~ **\$6,540.97**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-Aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$52,488.50**.

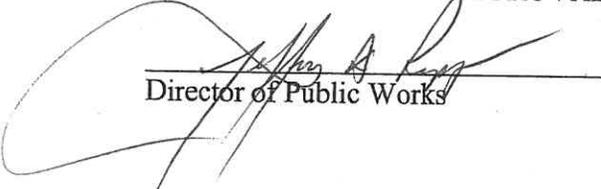
2. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the LPA, the Consultant and the Secretary and their successors in office.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by references, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

RECOMMENDED FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:



Director of Public Works

Mayor of Lansing

ATTEST:

Lansing City Clerk

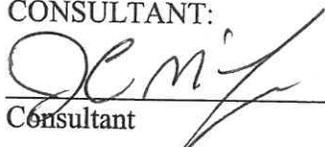
ATTEST:

BY: 

Name

TITLE: Office Manager

CONSULTANT:



Consultant

BY: Joseph L. McAfee 4-6-16
Name Date

TITLE: President

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. Date
Deputy Secretary and
State Transportation Engineer

WORK ESTIMATE FORM

Cost plus Net Fee

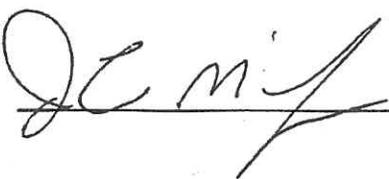
Work Scope Defined by Project Plans

Consultant's Name	<u>McAfee Henderson Solutions</u>	Project No.	<u>52 N - 0602 - 01</u>
Mailing Address	<u>PO Box 397, 309 Jefferson</u> <u>Oskaloosa, KS 66066</u>	County/City	<u>City of Lansing</u>
Consultant's Agreement No.	_____	Working Days	<u>N/A</u>
Work Estimate No.	<u>2015.024</u>	CMS Contract No.	<u>17151023</u>
Project Location	<u>Angel Falls Trail - Lansing, KS</u>		
Name of Project Manager	<u>Joe McAfee, PE, CIT</u>	Phone Number	<u>913-683-2760</u>
Name of Chief Inspector	<u>Mike Stephan, CIT</u>	Phone Number	<u>913-683-8748</u>

1. CMS/Book Setup & Plan Review Phase	Project Manager	_____	@	_____	=	\$0.00
	Chief Insp. (Straight)	_____	@	_____	=	\$0.00
		_____	@	_____	=	
		_____	@	_____	=	
Subtotal						\$0.00
2. Field Inspection Daily Documentation	Project Manager	0	@	\$36.06	=	\$0.00
	Chief Insp. (Straight)	70.4	@	\$19.90	=	\$1,400.96
	Chief Insp. (OT)	0	@	\$29.85	=	\$0.00
	Batch Plant Inspector	_____	@	_____	=	\$0.00
Subtotal						\$1,400.96
3. Material Testing	Project Manager	_____	@	_____	=	\$0.00
	On-Site Test Tech	_____	@	_____	=	\$0.00
	Off-Site Lab Tech	_____	@	_____	=	\$0.00
Subtotal						\$0.00
4. SWPPP Inspections on Non Work Days	Project Manager	_____	@	_____	=	\$0.00
	Chief Insp. (Straight)	36	@	\$19.90	=	\$716.40
		_____	@	_____	=	
Subtotal						\$716.40
5. Clean-Up Days Inspection	Project Manager	_____	@	_____	=	\$0.00
	Chief Insp. (Straight)	15	@	\$19.90	=	\$298.50
		_____	@	_____	=	
		_____	@	_____	=	
Subtotal						\$298.50
Total Direct Payroll Costs						\$2,415.86

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Project Manager	0 @	\$0.00 =	\$0.00
Chief Insp. (Straight)	121.4 @	\$19.90 =	\$2,415.86
Chief Insp. (OT)	0 @	\$29.85 =	\$0.00
Batch Plant Insp.	0 @	\$0.00 =	\$0.00
Off-Site Lab Tech	0 @	\$0.00 =	\$0.00
Total Direct Payroll Costs			\$2,415.86
B. Salary Related Overhead	<u>142.85 %</u>		\$3,451.06
C. Total Payroll plus Overhead			\$5,866.92
D. Net Fee			\$880.04
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	Days 0 @	=	\$0.00
Mileage	miles	\$0.00/mile	
Auto	@		\$0.00
Pickup	1251 @	\$0.540	\$675.54
Postage & Telephone	0 @		\$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	0 @		\$0.00
Equipment Rental (Details \$500 +)	0 @		\$0.00
Total Other Direct Expenses			\$675.54
TOTAL COST PLUS NET FEE ESTIMATE			\$7,422.41

Consultant Representative  Date 3-31-16

LPA Authorized Representative _____ Date _____

Approving KDOT Representative _____ Date _____



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Mike King, Secretary
Ronald J. Seitz, P.E., Chief

Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

April 5, 2016

52 N-0602-01
City of Lansing
Leavenworth County

Mr. Joe McAfee, P.E.
McAfee Henderson Solutions, Inc.
P.O. Box 397
Oskaloosa, Kansas 66066

Dear Mr. McAfee:

Enclosed are three (3) copies of a Supplemental Agreement for the Construction Engineering Services for the above project that was prepared as per your request for increased compensation.

The three (3) copies, marked State's Original, City's Original and Consultant's Original, of the Supplemental Agreement should be signed and attested on page 2 of the agreement.

The Consultant, after executing the three (3) marked copies of the Supplemental Agreement, should immediately forward the signed copies to the City. The City should execute the three (3) marked copies of the Supplemental Agreement and return them to the Bureau of Local Projects for further processing.

When the Supplemental Agreement has been executed and **dated by the Kansas Department of Transportation**, Consultant's Original, will be returned to the Consultant and City's Original, will be returned to the City.

Sincerely,

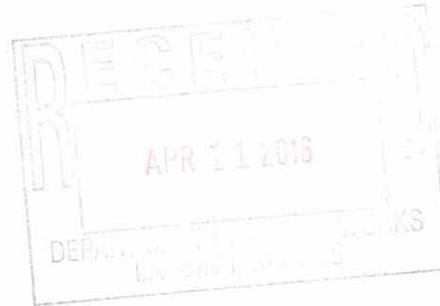
Ronald J. Seitz, P. E., Chief
Bureau of Local Projects


for Tod L. Salfrank
Assistant Bureau Chief

RJS:TLS:mb
Enclosure

April 7, 2016

Mr. Jeff Rupp, Director
City of Lansing Public Works Department
730 1st Terrace, Suite 3
Lansing, Kansas 66043



**RE: Angel Falls KDOT Inspection Supplemental
Lansing, Kansas**

Dear Mr. Rupp:

Sorry I have not made it by the office to introduce myself to you. Our firm completed the KDOT construction inspection for the Angel Falls project last year. I submitted a supplemental request for additional time and expenses required for the project to John Young and received his approval per the enclosed email response.

KDOT recently created the legal document for the supplemental request and forwarded it to me for signatures and then to send on to the City of Lansing for the same. Please find enclosed the three (3) originals that will need signature and then submitted back to KDOT for processing. Please free to contact me if you have any questions at 913-683-2760. Otherwise I look forward to stopping in and introducing myself and MHS to you. Welcome to the City of Lansing, hope you have a great week!

Sincerely,

Joseph L. McAfee, PE
McAfee Henderson Solutions, Inc.



Joe McAfee <joe.mcafee@mhs-eng.com>

RE: 53-N 0602-01, Supplemental Request

1 message

John Young <jyoung@lansing.ks.us>

Mon, Oct 26, 2015 at 11:57 AM

To: Amy Pope <AmyP@ksdot.org>

That appears reasonable and fair to me. Please consider this my concurrence.

Thanks Amy!

John

John W. Young, P.L.S. Emeritus
Public Works Director
City of Lansing, KS
730 1st Terrace, Suite 3
Lansing, KS 66043
913-727-2400
FAX 913-351-3618
jyoung@lansing.ks.us

—Original Message—

From: Amy Pope [mailto:AmyP@ksdot.org]
Sent: Monday, October 26, 2015 11:41 AM
To: John Young
Subject: 53-N 0602-01, Supplemental Request

John,

McAfee Henderson has submitted the attached supplemental request for project 52- N 0602-01. We have reviewed it and believe it is appropriate as it seems that they were not informed of increasing the number of working days from 40 to 50 prior to the letting. Before I send it on for approval I wanted to give you a chance to review and give your concurrence or make comments.

Please let me know if this is acceptable.

Amy Pope, P.E.
FEA
KDOT, Bonner Springs

—Original Message—

From: scan@ksdot.org [mailto:scan@ksdot.org]
Sent: Monday, October 26, 2015 11:20 AM
To: Amy Pope
Subject: A scanned image from District 1 Bonner Springs Copy Room

This email was sent from the Kansas Department of Transportation scan station located in the District 1 - Bonner Springs Copy Room. The scanned document is attached.

AGENDA ITEM

TO: Mayor, City Council Members
FROM: Tim Vandall, City Administrator 
DATE: April 14, 2016
SUBJECT: Supplemental Agreement-DeSoto Road

The City received the supplemental agreement for preliminary engineering services on April 7th. This agreement supplements our original preliminary engineering contract for DeSoto Road, which was dated June 4, 2010, and is included for information. The supplemental agreement allows the City to move forward with the redesign of DeSoto Road from five lanes to three lanes, and reflects an increase in total compensation allowed for the project.

By moving forward with the agreement at this time, PEC expects the project to be let for bids on April 15, 2018.

The agreement has been reviewed and recommended by Matt Harding, Greg, Robinson, and Jeff Rupp.

Action: Authorize the Mayor to execute the supplemental agreement for engineering services at an amount of \$202,550.

AGENDA ITEM #

7

**CITY'S
ORIGINAL**

**SUPPLEMENTAL NO. 1
FOR CONTRACT FOR
PRELIMINARY ENGINEERING (PE) DESIGN SERVICES
BY CONSULTANT
(COST PLUS NET FEE PE AGREEMENT)**

**PROJECT NO. 52 U-2113-01
CITY OF LANSING, KANSAS**

CMS CONTRACT NO. 017102004

THIS AGREEMENT entered into and is effective the date signed by the Secretary or Designee, by and between City of Lansing, (the "LPA" (Local Public Authority) or "Governmental Entity") as principal, and the consulting engineering firm of Professional Engineering Consultants, P.A, (the "Consultant"), and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (the "Secretary").

RECITALS:

- A. The LPA, the Consultant and the Secretary entered into an agreement dated June 4, 2010, (the "Original Agreement") for Preliminary Engineering (PE) Design Services on this Project.
- B. The Parties mutually desire to supplemental the Original Agreement to change the Project description from 5 lanes to 3 lanes and to reflect an increase in the total compensation allowed for the Project.

NOW, THEREFORE, the parties agree as follows:

- 1. On page 2 of the Original Agreement, the first WHEREAS paragraph, be replaced in its entirety to read as follows:

WHEREAS, the LPA has requested and received a proposal for Phase I (PE design services for plan preparation) from the Consultant for the following proposed construction improvements:

Grading and Surfacing: 1.20 Miles Bridge: 0.00 Miles

- 2. On page 2 of the Original Agreement, the third WHEREAS paragraph, be replaced in its entirety to read as follows:

WHEREAS, the PE services to be performed by the Consultant for Phase I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|--|--|
| (+) Topographical Survey | <input type="checkbox"/> Geological Survey |
| <input type="checkbox"/> Relocation Survey | <input type="checkbox"/> Bridge Soundings |
| (+) Normal Field Survey | <input type="checkbox"/> R/W Survey |

Plans, Specifications & Estimates

1) Road

- (+) Balanced Grading Plan
- (+) Pavement Design
- (+) Culvert Designs
- () R/W Descriptions
- (+) R/W Strip Map
- () Surfacing Plans
- (+) Storm Sewers
- (+) Special Provisions
- (+) Construction Cost Estimate
- (+) R/W Staking
- (+) Traffic Control Plan
- () Other __
- () Other phases if involved: __

2) Bridges

- () Contour Maps
- () Bridge Layout Cost
- () Cost Completion
- () Bridge (Superstructure)
- () Bridge (Substructure)
- () Detailed Bridge Plans
- () Special Provisions
- () *Review Shop Drawings
- () *Review Falsework Drawings
- () Construction Cost Estimate

3. On page 3 of the Original Agreement, Article I, Paragraph 4, be replaced in its entirety to read as follows:

4. To compensate the Consultant for the PE design services for Phase I described on page 2 and in Article III of this Agreement as follows:

(a) SURVEYS

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on page 2 of this Agreement, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$6,188.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$73,234.00.

(b) BRIDGE PLANS, SPECIFICATIONS AND ESTIMATES: Intentionally Deleted.

(c) ROAD PLANS, SPECIFICATIONS AND ESTIMATES

For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions and staking as noted in the tabulation of road engineering services on page 2 of this Agreement, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$58,542.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$657,656.00.

(d) Total compensation for Phase I of this Agreement shall not exceed **\$730,890.00**.

4. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the LPA, the Consultant and the Secretary and their successors in office.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

RECOMMENDED FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

Lansing City Engineer

Mayor of Lansing

ATTEST:

Lansing City Clerk

ATTEST:

CONSULTANT:

BY: Robert A. Koopman
Name

PROFESSIONAL ENGINEERING CONSULTANTS PA
Consultant

TITLE: Principal

BY: Michael W. Berry 07 APR 16
Name (Date)

TITLE: MICHAEL W. BERRY VICE PRES

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. (Date)
Deputy Secretary and
State Transportation Engineer

Project: DeSoto Road
 CMS Contract No 017102004
 Project No 52 U-2113-01

Supplement #1

MAN-HOUR SUMMARY

(Fee Summary and Task Breakout)

PEC 131-09A48-008-3987
 V1.5

Task A - Base Plans		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
	Items									
1	Field Survey, Utilities and Topo Changes			1				40	40	
2	Add Utilities from field survey				4	4	20			24
3	Update 3D Model for Software Updates					24				24
4	Add streambed & drainage struct. To hardshell									0
5	Cut p & p sheets from mapping & hardshell									0
6	Prepare final draingage maps (Includes broadbrush H&H)									0
7	Add geology to X-sections (Includes boring log sheets)									0
8	Prepare preliminary typical section sheets			2		4	4			8
9	Contact Utility Cos. For Resurvey				8					0
10	Prepare Utility Memorandum (As-Surveyed Plans)			4		24	24			48
11	Site Visit			8		8				8
12	Kickoff with owner (scope/fee determination)		8	4	2					0
13	Kickoff with design team		2	2	2	2				2
14	Geotech									0
15	Not used									0
SUBTOTAL		0	10	21	16	66	48	40	40	114

47 114

Task C - Right of Way Plans and Permits		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
Items										
1	Make Field Check Revisions			8		24	4			28
2	Compute and Revise proposed right of way									0
3	Draft Strip Map			1			16			16
4	Snap Nodes and Node Report									0
5	Provide Strip Map to City			1		1				1
6	Meet with Property Owners									0
7	DWR Permits			4	8		4			4
8	COE Permits (Incl one meeting in KCMo)			4	24		4			4
9	KDHE Permit			4	8		4			4
										0
										0
										0
SUBTOTAL		0	0	22	40	25	32			57

62 57

Task D - Office Check		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
1	Field Check Walk-Through		8	8						16
2	Make Field Check/ROW revisions to grade, geometry, typical sections and templates			4	12	4				4
3	Set final right of way			1		10				1
4	Coordinate with geotech (geology, surfacing, etc.)			2			2			2
5	Traffic Signal Design									0
6	Paving plans/curb return profiles/sidewalk ramps			28		10	80			28
7	Geometry layout			2		6	56			2
8	RCB design (incl. special details) inc ret-wall NO LRFD		16	24		0	40			40
9	Prepare schedule of inlets & manholes			2	2		28			2
10	Prepare miscellaneous details			2	8	24	16			2
11	Design final traffic control plans			16	60	12	60			16
12	Prepare standard drawing modifications			2		8	16			2
13	Prepare seeding & erosion control plans			2	24		16			2
14	Pavement Marking and Signing			4		0	24			4
15	Title Sheet					2	2			0
16	Prepare Manual and Supplemental Specifications (By KDOT)0			0						0
17	Coordination and administration		24	52						76
18	Compute final grading & surfacing quantities (includes sheets)			8		4	28			8
19	Prepare construction cost estimates			8		2				8
20	Street lighting									0
21	Landscaping									0
22	Special Traffic Considerations (Beacons, Bus Stops, etc.)									0
23	Special Design Considerations (Shared Use Path, Medians, etc.)				24		24			0
24	Fencing									0
25	Review & Check & QC		8	8		40				16
26	Site visit(s)			8	8					8
27	Adjust final cross sections sheets			2		12	4			2
28	Utility plans & coordination (Office Check Utility Plans)			4	8	4	16			4
29	Public Meeting									0
30	Printing									0
SUBTOTAL		0	56	187	146	140	412			243
					389	552				

Task E - Final Check		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
1	Office Check review meeting with Owner			8	8					0
2	Revise typical section, plan, profile, detail & quant sh's to reflect City Comments			4		16	8			24
3	Prepare Final quantities and estimate			12		16	8			24
4	Review & check		12	8	4	4				4
5	Printing									0
										0
SUBTOTAL		0	12	32	12	36	16			52
					56	52				

Exhibit B

Task F - Letting (Pre and Post)			Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
Items											
1		Address Final City Comments			2		6	4			
2		Update Standard Drawings					4				10
3		Revise quantities and make final cost estimate			4		4	2			4
4		Revise specifications per City comments			2						6
5		Review & check			4		2				0
6		Not used									2
7		Not used									0
8		Pre-Bid Conference									0
9		Letting and bid tabulation									0
10		Assemble Construction Contracts and issue NTP									0
11		Pre-Con Conference		4	12						0
											0
											0
SUBTOTAL			0	4	24	0	16	6			22

28 22

Task G -Post-Letting Design Services			Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	PC	LS	CAD
Items											
1		Project Administration									0
2		Progress and Misc. Reponse Meetings (one 2-hr meeting/wk, plus one unscheduled meeting/2 wks)									0
3		Periodic Professional Observation (one 2-hr site visit/wk, plus 1 hr phone calls/wk)									0
4		Shop Drawings Reviews			40		40				40
5		RFI Coordination (half hour/wk)(two years)			26	26					0
6		Field Order Preparation (half hour/week plus 1 hr/wk for drafting)									0
7		Pay Estimate Processing (8 hr setup plus 4 hr/mo)									0
8		Change Order Preparation (2 change orders)									0
9		QC Coordination (1 hr per each, 4 RFI's, 4 Field Orders)									0
10		Substantial/Final Inspection (P, PM & PE attend "substantial" mtg, PM attend "final" mtg, notes by PM)									0
11		Record Drawings			16			24	20	20	24
SUBTOTAL			0	0	82	26	40	24	20	20	64

108 64

V1.5

Estimate of Manhours & Engineering Fee -- Supplement #1

A. Base Plans

Principal	0 hrs @ 48.50	0.00
Project Manager	10 hrs @ 34.00	340.00
Project Engineer	21 hrs @ 32.00	672.00
Design Engineer	16 hrs @ 29.50	472.00
Design Technician	66 hrs @ 28.00	1,848.00
Drafter	48 hrs @ 19.50	936.00
Party Chief	40 hrs @ 24.00	960.00
Land Surveyor	40 hrs @ 32.00	1,280.00
Total	161 hrs	\$6,508.00

B. Field Check

Principal	0 hrs @ 48.50	0.00
Project Manager	78 hrs @ 34.00	2,652.00
Project Engineer	138 hrs @ 32.00	4,416.00
Design Engineer	98 hrs @ 29.50	2,891.00
Design Technician	157 hrs @ 28.00	4,396.00
Drafter	456 hrs @ 19.50	8,892.00
Party Chief	0 hrs @ 24.00	0.00
Land Surveyor	0 hrs @ 32.00	0.00
Total	927 hrs	\$23,247.00

C. Right-of-Way Plans and Permits

Principal	0 hrs @ 48.50	0.00
Project Manager	0 hrs @ 34.00	0.00
Project Engineer	22 hrs @ 32.00	704.00
Design Engineer	40 hrs @ 29.50	1,180.00
Design Technician	25 hrs @ 28.00	700.00
Drafter	32 hrs @ 19.50	624.00
Party Chief	0 hrs @ 24.00	0.00
Land Surveyor	0 hrs @ 32.00	0.00
Total	119 hrs	\$3,208.00

D. Office Check

Principal	0 hrs @ 48.50	0.00
Project Manager	56 hrs @ 34.00	1,904.00
Project Engineer	187 hrs @ 32.00	5,984.00
Design Engineer	146 hrs @ 29.50	4,307.00
Design Technician	140 hrs @ 28.00	3,920.00
Drafter	412 hrs @ 19.50	8,034.00
Party Chief	0 hrs @ 24.00	0.00

Land Surveyor	0 hrs @ 32.00	0.00
Total	941 hrs	\$24,149.00
E. Final Check		
Principal	0 hrs @ 48.50	0.00
Project Manager	12 hrs @ 34.00	408.00
Project Engineer	32 hrs @ 32.00	1024.00
Design Engineer	12 hrs @ 29.50	354.00
Design Technician	36 hrs @ 28.00	1008.00
Drafter	16 hrs @ 19.50	312.00
Party Chief	0 hrs @ 24.00	0.00
Land Surveyor	0 hrs @ 32.00	0.00
Total	108 hrs	\$3,106.00
F. Letting (Pre and Post)		
Principal	0 hrs @ 48.50	0.00
Project Manager	4 hrs @ 34.00	136.00
Project Engineer	24 hrs @ 32.00	768.00
Design Engineer	0 hrs @ 29.50	0.00
Design Technician	16 hrs @ 28.00	448.00
Drafter	6 hrs @ 19.50	117.00
Party Chief	0 hrs @ 24.00	0.00
Land Surveyor	0 hrs @ 32.00	0.00
Total	50 hrs	1469.00
G. Post-Letting Design Services		
Principal	0 hrs @ 48.50	0.00
Project Manager	0 hrs @ 34.00	0.00
Project Engineer	82 hrs @ 32.00	2624.00
Design Engineer	26 hrs @ 29.50	767.00
Design Technician	40 hrs @ 28.00	1120.00
Drafter	24 hrs @ 19.50	468.00
Party Chief	20 hrs @ 24.00	480.00
Land Surveyor	20 hrs @ 32.00	640.00
Total	212 hrs	\$6,099.00
Grand Total Manhours	2,306 hrs	
Subtotal - Direct Labor		\$67,786.00

V1.4

Exhibit B

SUPPLEMENT #1 - ESTIMATED COST

V1.5		
Salary Costs		\$67,786.00
Estimated Overhead Factor (on Salary Cost) 135.53		<u>\$91,870.00</u>
Subtotal – Salary and Overhead		\$159,656.00
Fixed Fee Pct.= 13.00		\$20,755.00
Design Expenses:		
Printing & Reproduction (at cost)	\$2,500.00	
Travel (Rental car and fuel)	\$999.00	
CAD (1165 hrs @ \$16.00)	<u>\$18,640.00</u>	
Total	\$22,139.00	
TOTAL EXPENSES		\$22,139.00
ESTIMATED FEE – SUPPLEMENT #1		<u>\$202,550.00</u>

Original
Contract

**CITY'S
ORIGINAL**

**CONTRACT FOR
PRELIMINARY ENGINEERING DESIGN SERVICES
BY CONSULTANT
(COST PLUS NET FEE AGREEMENT)**

CMS CONTRACT NO. 017102004

**PROJECT NO. 52 U-2113-01
CITY OF LANSING
LEAVENWORTH COUNTY**

THIS AGREEMENT is effective the date signed by the Secretary or designee, by and between the City of Lansing, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Professional Engineering Consultants, P.A., hereinafter referred to as the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-169, *et seq.* The Consultant's address is 1263 SW Topeka Boulevard, Topeka, KS 66612. The LPA, Consultant, and Secretary hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the LPA has submitted an official request to the Secretary stating the LPA desires participation in the cost of the preliminary engineering (PE) design services, as well as the construction cost for the Project on located on Desoto Road from Ida Street to Eisenhower Road and consists of 2.10 miles of grading and surfacing, hereinafter referred to as the "Project." The Project will be financed with the aid of Federal and LPA funds. The Project will be developed following the rules and regulations promulgated by the U.S. Department of Transportation in the Federal-Aid Policy Guide.

WHEREAS, the LPA's engineering forces will be unable to handle the work involved within the desired completion date and the LPA desires to engage the PE design services of the Consultant, including, but not necessarily limited to, the following:

SCOPE OF PE DESIGN SERVICES:

Phase I: Design and plan preparation for Grading and Surfacing for the above described Project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

Phase III: The construction engineering (CE) inspection services necessary to provide proper construction of the Project that will include the contract administration, surveys and materials testing. Provided the LPA chooses to implement this phase and provided the consultant is pre-qualified under KDOT procedures for such work and has sufficient certified inspectors available to staff the Project, a supplemental agreement will be executed prior to or at the time the Project is let to contract.

WHEREAS, the LPA has requested and received a proposal for Phase I (PE design services for plan preparation) from the Consultant for the following proposed construction improvements:

Grading and Surfacing: 2.10 Miles

Bridge: 0.00 Miles

and,

WHEREAS, the LPA desires the scope of PE design services provided by the Consultant to be in accordance with the Consultant's proposal and regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary, and

WHEREAS, the PE design services performed by the Consultant for Phase I will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|--|--|
| (+) Topographical Survey | <input type="checkbox"/> Geological Survey |
| <input type="checkbox"/> Relocation Survey | <input type="checkbox"/> Bridge Soundings |
| (+) Normal Field Survey | (+) R/W Survey |

Plans, Specifications & Estimates

1) Road

- (+) Balanced Grading Plan
- (+) Pavement Design
- (+) Culvert Designs
- (+) R/W Descriptions
- (+) R/W Strip Map
- (+) Surfacing Plans
- (+) Storm Sewers
- (+) Special Provisions
- (+) Construction Cost Estimate
- (+) R/W Staking
- (+) Traffic Control Plan

2) Bridges

- Contour Maps
- Bridge Layout Cost
- Cost Completion
- Bridge (Superstructure)
- Bridge (Substructure)
- Detailed Bridge Plans
- Special Provisions
- *Review Shop Drawings
- *Review Falsework Drawings
- Construction Cost Estimate

(+) Other: public meetings, geotechnical investigation, traffic signal design, signing design, and utility coordination.

WHEREAS, the proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:

- (a) Average Annual Daily Traffic (AADT) = 12320 for Design Year (2032) Traffic.
- (b) Minimum Design Speed equal to or greater than posted speed.
- (c) Current design criteria (Special Attachment No. 6).

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Parties hereto mutually agree as follows:

ARTICLE I

The LPA agrees:

1. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. To employ the Consultant to perform the PE design services described in Phases I of this Agreement for the fee, and in the manner stipulated in Article I, Paragraphs 3, 4, 5, 6, and 7 below and in general accordance with the Consultant's proposal.
3. To review the Consultant's schedule, preliminary concepts and/or layouts prior to detailed progress of the work and to monitor the Consultant's actual progress throughout the period of this Agreement.
4. To compensate the Consultant for the PE design services for Phase I described on page 2 and in Article III of this Agreement as follows:

(a) SURVEYS

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on page 2 of this Agreement, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$6,188.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$73,234.00.

(b) BRIDGE PLANS, SPECIFICATIONS AND ESTIMATES

Bridges: An amount for bridge construction plans as follows:

	New Design	Adapted Super & New Substructure	Adapted Super & Substructure
	<u>Net Fee</u>	<u>Net Fee</u>	<u>Net Fee</u>
	<u>Upper Limit</u>	<u>Upper Limit</u>	<u>Upper Limit</u>
Bridge #1	N/A		

For all bridge engineering work, including bridge construction plan fees noted above, tabulated on page 2 of this Agreement, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$N/A. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$N/A.

(c) ROAD PLANS, SPECIFICATIONS AND ESTIMATES

For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions and staking as noted in the tabulation of road engineering services on page 2 of this Agreement, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$37,787.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$455,106.00.

- (d) Total compensation for Phase I of this Agreement shall not exceed \$528,340.00.
5. (a) During the progress of work covered by this Agreement, partial payments for Phase I may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.
- (b) The LPA will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the LPA after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the Consultant may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the Consultant may request payment of one-hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when the Agreement has been audited by the KDOT.
- (c) The voucher for final payment from the LPA for Phase I due under provisions of this Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
6. In the event a construction contract has not been awarded for any Project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.
7. Final payments for Phase I due under provisions of this Agreement shall be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.
8. To pay the Consultant for Phases II and III by the terms of a supplemental Agreement (if necessary and executed) and for authorized extra work as provided in Article III, Paragraph 2(c), and such payments shall be in addition to and exclusive of fees stipulated in Paragraph 3 above.

9. The LPA hereby expressly agrees to save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the PE design services to be performed hereunder.
10. Other: N/A

ARTICLE II

The SECRETARY Agrees:

1. The Secretary will issue a Notice to Proceed to the LPA and the Consultant in writing regarding the approved date for the Consultant to begin work.
2. The Secretary will furnish to the Consultant, upon request, any available design standard drawings or other plan sheets at actual cost.
3. The Secretary will notify the LPA and the Consultant of the status of received plans and documents.
4. (a) During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary.
(b) The Secretary will pay one-hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation after the LPA's share (if any) has been deducted. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the LPA to the Secretary after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the LPA may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the LPA may request payment of one-hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the LPA when the agreement has been audited by the KDOT.

FINAL PAYMENT TO THE LPA.

- (a) Final payment to the LPA should be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined above, provided all administrative audits and other procedures in connection therewith have been completed. If said procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.

- (b) It is the policy of the Kansas Department of Transportation to make final payments to the LPA for PE design services related to the Highway Program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of State and Local Governments" and in 49 C.F.R. 18 (Common Rule), require an audit be performed by an independent, certified public accountant in accordance with those standards.

KDOT may pay the final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits, which cover the time period of the expenses being claimed for reimbursement. KDOT and the LPA agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the KDOT will review the Single Audit Report for items, which are declared as not eligible for reimbursement. The LPA agrees if payment has been made to the LPA for items subsequently found to be not eligible for reimbursement by audit, the LPA will refund to KDOT the total amount of monies paid for same.

ARTICLE III

The CONSULTANT Agrees:

1. To perform the scope of PE design services as indicated on page 2 of this Agreement.
2. To design the Project as follows:
 - (a) Prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) "Green Book", A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Project Development Manual for Non-National Highway System (NHS) Local Government Road and Street Projects, Volume. I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
 - (b) Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting

to the conformity of the design plans with the items in paragraph 2(a) above. The design plans must be signed and sealed by a licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions.

- (c) Prepare revised design plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project. Such revised plans may be made by the Secretary or the LPA at the Consultants expense.
- (d) Prepare the design plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA and in conformance with the Project's current official schedule as issued by the Secretary. Further the Consultant agrees to complete all design plan development stages no later than the due dates on the Project's current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant's control.
- (e) Make the necessary field surveys to determine horizontal and vertical alignment for the proposed Project.
- (f) Prepare and furnish one set of prints (white background) of preliminary design plans for field check and review to the LPA and two (2) sets to the Secretary. These preliminary design plans shall, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant and/or the Secretary deem necessary.
- (g) Field check the Project with representatives of the Secretary and the LPA.
- (h) Complete the design plans incorporating changes which may have been agreed to during the field check, and include with such design plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (i) Submit one complete set of prints (white background) of the plans to the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate. A similar set of prints and copies will be furnished to the LPA.
- (j) Submit one set of prints of the final plan tracings and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and one set of prints and copies of the same to the Secretary.

- (k) Furnish the reproducible final design plan tracings that do not contain so-called "stick up" notes or other additives to the Secretary. Upon request furnish one copy of all design calculations to the Secretary.
 - (l) Prepare a right-of-way strip map and furnish the LPA with the original and one print of the strip map. (This item is optional but is included if so noted on page 2 of the Agreement).
 - (m) Prepare and furnish to the LPA preliminary plans, plats and descriptions of right-of-way required (this item is optional but is included if so noted on page 2 of this Agreement) or furnish preliminary design plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required.
 - (n) Provide staking of the rights-of-way boundary lines for use by the LPA in rights-of-way acquisition (this item is optional but is included if so noted in page 2 of this Agreement).
 - (o) Furnish final and complete design plans to the LPA and the Secretary for final review no later than the due date in the Project's current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant's control.
 - (p) Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT Standard Specifications for State Road and Bridge Construction, except for items designed by others.
 - (q) Review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of engineering services on page 2 of this Agreement).
 - (r) Have available at the Consultant's office located at 1263 SW Topeka Boulevard, Topeka, KS 66612 for review by the LPA and the Secretary all plans being prepared and supporting information.
 - (s) Provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents shall become the property of the LPA upon the completion thereof in accordance with the terms of this Agreement, without restrictions as to their future use.
 - (t) Provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways as adopted by the Secretary.
3. In addition to the scope of PE engineering services the Consultant will assume the following obligations:

- (a) Furnish two (2) copies of each proper billing to the LPA.
- (b) Accept compensation for the performance of PE design services herein described in such amounts and at such intervals as indicated in Article I, Paragraphs 3, 4, 5, 6, and 7.
- (c) Prepare an estimated schedule, if different from the official KDOT schedule, for performance of PE engineering services (Forward the schedule to the LPA and the Secretary) identified in Article I, Paragraph 3, of this Agreement (may be bar chart or other acceptable method) and report to the LPA (Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
- (d) The Consultant will not, without prior written approval from the Secretary, exceed the upper limit of the engineering fee described and agreed to by the parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
- (e) Make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant's office to representatives of the LPA and the Secretary for audit for a period of three (3) years after the date of final payment.
- (f) Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.
- (g) Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (h) To have the sole responsibility for the adequacy and accuracy of the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulics, and geological investigations or studies. Any review of these items performed by the LPA or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the consultant's duty to provide adequate and accurate design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulics, and geological investigations or studies for the Project, or any other work performed by the Consultant of the LPA.

- (i) Be responsible for any and all damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of PE design services under this Agreement.
 - (j) To save the LPA, the Secretary and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the PE design services to be performed hereunder.
 - (k) To warrant the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 2.)
4. This Agreement may result in the Consultant using the reports, surveys, schedules, lists, or data compiled or collected by the Secretary that are use restricted pursuant to 23 U.S.C. § 409. Such reports, surveys, schedules, lists or data are watermarked "Use Restricted 23 U.S.C. § 409" which provides the Secretary with an evidentiary privilege that may only be asserted by counsel for KDOT as to evidence against KDOT in litigation. The Secretary requires any documents the Consultant receives which are watermarked "Use Restricted 23 U.S.C. § 409" shall only be used for this Agreement. Also, the Consultant must maintain and not remove the 23 U.S.C. § 409 watermark. See Special Attachment No. 9.
5. **CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)**
- (a) The Consultant agrees to certify it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance, Special Attachment No. 7, which is hereby made a part of this Agreement.

ARTICLE IV

The Parties hereto mutually agree:

1. The PE design services to be performed by the Consultant under the terms of this Agreement are personal and cannot be assigned, sublet, or transferred without written consent of the LPA and the Secretary.
2. The right is reserved by the LPA with the approval of the Secretary to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice

- shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
 4. In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or PE design services rendered under the Basis of Payment determined for the Agreement.
 5. In the event the PE design services of the Consultant are terminated by the LPA and the Secretary for fault including, but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the PE design services performed or rendered and delivered to the Secretary up to the time of termination. The value of the PE design services performed, rendered and delivered will be determined by the LPA and the Secretary. In the case of any dispute as to payment arising under this Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
 6. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the PE design services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in Paragraph 5 above.
 7. The Consultant shall not sublet or assign all or any part of the PE design services under this Agreement without the prior written approval of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
 8. All the applicable terms of this Agreement remain in force and are a condition to any PE design services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.
 9. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.
 10. The Secretary may require the Consultant and subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 48 C.F.R. Chapter 1, Part 31, *et seq.*
 11. The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble

work papers for audit at its normal place of business. The overhead rate will be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments will be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.

12. The Consultant, the LPA, and Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
13. An extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing, stating the reasons therefore.
14. Special Attachment No(s). One (1) thru eight (8) attached hereto are incorporated herein by reference.
15. It is further agreed this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
16. It is further agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

ARTICLE V

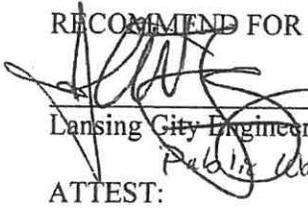
The correlation, interpretation, and intent of the Agreement Documents, including the Agreement and Special Attachments thereto, shall be as follows:

1. The Agreement, the Notice to Proceed and all supplemental agreements shall be defined as the Agreement Documents.
2. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA. They may be altered only by supplemental agreement.
3. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement and Notice to Proceed.

(This space is intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the day and year first above written.

RECOMMEND FOR APPROVAL:

 5-24-10
Lansing City Engineer (Date)
Public Works Director

APPROPRIATE LOCAL OFFICIAL

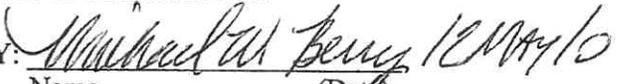
 5/20/10
Mayor of Lansing (Date)

ATTEST:


5/20/10
Lansing City Clerk (Date)
ATTEST:
BY:  a. Koopman
Title Robert A. Koopman, P.E.
Principal

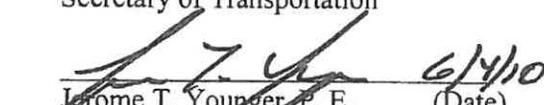
Professional Engineering Consultants, P.A.

Name of Consultant Firm

BY:  12/20/10
Name (Date)

Michael W. Berry, P.E., Vice President
Title

Debra L. Miller
Secretary of Transportation

 6/4/10
Jerome T. Younger, P. E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer



AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Elizabeth Sanford, Finance Director 
DATE: April 15, 2016
SUBJECT: City/State Federal Fund Exchange Master Agreement

The 2016 distribution of federal highway funds has been made. Lansing has the opportunity to exchange \$132,641.43. A portion of these funds will reimburse expenses for the Gambles Street project as discussed at the April 2, 2015 council meeting.

The total requested reimbursement submitted to KDOT for the Gambles Street project was \$320,536.30. The city was reimbursed \$234,478.76 from the federal fund exchange (FFE) program in 2015. The additional \$86,057.54 will be reimbursed from the FFE once the master agreement has been signed and submitted to KDOT. The remainder of the federal funds exchanged (\$46,583.89) will be banked for use on future city projects.

Action:

Authorize the Mayor to sign the 2016 City/State Federal Fund Exchange Master Agreement and exchange request.

FUND EXCHANGE MASTER
CITY OF LANSING, KANSAS

**FEDERAL-AID
FUND EXCHANGE
MASTER AGREEMENT**

This MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Lansing, Kansas** (the "City"), collectively, the "Parties."

RECITALS:

- A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- B. The City desires to exchange all or a portion of the City's annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.
- D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**Banked Funds**" means the city's annual allotment of Federal Funds which the City has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
3. "**City**" means the City of Lansing, Kansas.
4. "**Effective Date**" means the date this Agreement is signed by the Secretary or his designee.

5. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **“Exchanged Funds”** means the funds from the City’s annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **“Exchanged Portion”** means a portion of funds from the City’s annual allotment of Federal Funds exchanged for State Funds.
8. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **“Fund Exchange Request”** means the attached form “Attachment A” which is submitted by the City to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **“State Funds”** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The City will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the City submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the City submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (ii) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the City. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
 - (iv) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
 - (v) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) The City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) The City shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
 - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the City shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the City for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the City, the Secretary shall exchange funds in the amount available.
7. **Audit.** The City will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, the City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the City agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City or the City's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF LANSING, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

(Example Fund Exchange Request)



**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND
EXCHANGE MASTER AGREEMENT**

Date: _____

County/City: _____

Federal Funds to Be Exchanged: \$ _____

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 16-02

MEMO TO: Board of City Commissioners
City of Lansing

DATE: March 31, 2016

SUBJECT: Federal Funds Distribution/Federal Fund Exchange 2016

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making Federal Funds, in the amount of \$132,641.43, available to the County of for Federal Fiscal Year 2016 (October 1, 2015 through September 30, 2016). These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The federal fund exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The Program Guidelines and necessary documents are located at <http://www.ksdot.org/burlocalproj/default.asp>. For your convenience, the amount of funds available to exchange for Federal Fiscal Year 2016 have been entered into the attached Request to Exchange Federal Funds Form. **Please remember to return the completed Request by April 29, 2016.**

Also attached please find the Master Agreement; once this agreement is fully executed it will be valid for the entirety of the Federal Fund Exchange Program. **Please remember to return two original copies of the completed Master Agreement by April 29, 2016.** Also remember a Request to Exchange will still be needed each year.

We appreciate your participation in the federal-aid/federal fund exchange program for local public agencies. Please contact Crystal Madrid, Tod Salfrank or me at 785-296-3861 if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "R. J. Seitz".

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

cc: Office of City Engineer
Jim L. Kowach, P.E., Director, Division of Engineering and Design
Michael J. Moriarty, Chief, Bureau of Transportation Planning



**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND
EXCHANGE MASTER AGREEMENT**

Date: March 31, 2016

County/City: Lansing

Federal Funds to Be Exchanged: \$132,641.43

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*



Copy

**KANSAS DEPARTMENT OF TRANSPORTATION
Federal Fund Exchange
Request for Reimbursement**

City/County: Lansing/Leavenworth

Date of Request: July 31, 2015

Description of Work and Location: Improvements to Gamble Road

Project Name: Gamble Road Improvements - Project No. 06-03

Work begin date: April 20, 2015

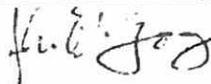
Work completed date: July 16, 2015

The undersigned officer of the city/county states that (1) the following items, quantities and services of work have been completed and incorporated into the Project and (2) a warrant has been issued by the City/County for the expenses included in this request and the City/County is submitting the request for reimbursement for payment issued, and (3) the same have been approved and paid by the City/County. Therefore reimbursement is hereby requested to be paid in accordance with Federal Fund Exchange Agreement No. 76-15.

Firm/Supplier	Invoice No.	Description of Services/Materials	Amount
Linaweaver Construction	13988*	Street construction	148,629.60
Linaweaver Construction	14023*	Street construction	171,906.70
		*corrected per attached pay estimate	
Total amount request			\$ 320,536.30 -

Please attach copies of all invoices.

Print Name John W. Young

Signature 

CITY OR COUNTY OFFICIAL

Director of Public Works

TITLE

Lansing Police Department
 Vehicle Fleet End of Month Report

Mar-2015

Unit	Year	Make/Model	Mileage as of 03/03	Mileage as of 04/01	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	45327	46316	989	Patrol	Patrol	Fit for patrol duty
2	2012	Dodge Charger	18683	19921	1238	Sergeants	Sergeants	Limited Use - Sergeants
3	2015	Ford Explorer	8451	9255	804	Patrol	Patrol	Fit for patrol duty
4	2015	Ford Explorer	5778	6311	533	Patrol	Patrol	Fit for patrol duty
5	2012	Dodge Charger	16874	17066	192	Captain	Captain	Limited Use - Captain
6	2013	Ford Explorer	30798	31546	748	Patrol	Patrol	Fit for patrol duty
7	2002	Ford Explorer	117763	118819	1056	Patrol	Patrol	Limited Use - Detective
8	2011	Dodge Charger	53717	55052	1335	Patrol	Patrol	Fit for patrol duty
9	2012	Chevy Tahoe	65891	67005	1114	Patrol	Patrol	Fit for patrol duty
10	2011	Dodge Charger	28009	28622	613	Chief	Chief	Limited Use - Chief
11	2003	Ford F150	73283	73485	202	Animal Control	Animal Control	Fit for Animal Control duties
13	2010	Dodge Charger	81350	82418	1068	Patrol	Patrol	Fit for patrol duty
14	1995	Ford EOC Vehicle	162103	162103	0	EOC	EOC	Limited Use - EOC
15	2006	Dodge Charger	119420	119420	0	Patrol	Patrol	In Decomission
16								
17	2010	Dodge Charger	91676	93604	1928	Patrol	Patrol	Fit for patrol duty
					0			
				Mileage Total:	11820			

9

Lansing Public Works Department**Monthly Fleet Report**Month March Year 2016**Vehicles**

Year	Make	Model	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2008	Ford	LT	LT. Pick-up Ext	46,982	48,017	1,035	
2007	Ford	LT	LT. Pick-up Ext	30,388	30,677	289	
1998	Ford	1/2 ton	Pick-up	57,219	57,796	577	
2001	Ford	Ranger	LT. Pick-up Ext	113,869	113,881	12	
2005	Ford	Ranger	LT. Pick-up Ext	37,388	37,478	90	
2000	Ford	Explorer	SUV	179,776	180,488	712	
2005	Sterling	LT 8500	Dump Truck	45,480	45,559	79	
2007	Elgin	Crosswind J+	Street Sweeper	4,445	4,869	424	
1992	Ford	700	Dump Truck	62,580	62,580	0	
1999	Ford	F350 4x4	Dump Truck	82,916	82,917	1	
2000	Ford	F350 4x4	Pick-up Utility	92,202	92,483	281	
2002	Ford	F350 4x4	Dump Truck	68,105	68,341	236	
2011	International	7400	Dump Truck	9,834	9,853	19	

Equipment

Year	Make	Model	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH	Grader	4,937	4,943	6	
2004	IR	DD-24	Asphalt Roller	242	242	0	
2006	IR	185	Air Compressor	163	165	2	
1993	Ford	5030	Tractor	368	368	0	
1997	Bobcat	763	Skid Steer	1,970	1,970	0	in the shop
2014	Case	580 SNWT	Backhoe	327	354	27	
2002	Crafco	110	Crack Sealer	748	748	0	
2003	Kubota	L3710	Tractor	1,374	1,379	5	
2009	Case	465	Skid Steer	480	485	5	
2004	Case	621D	Front Loader	2,013	2,013	0	at wastewater plant

Lansing Wastewater Utility Department
 Monthly Lab Data and Vehicle Report

Mar-16

City Influent	29.271	City Avg Daily	.944 MG
LCF Influent	12.254 MG	LCF Daily Avg	.395 MG
Total Biosolids	.909 MG	Precip	1.1"

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1995	Dodge	3500	Flatbed Truck	86959	87116	157	Collection System	
1999	Sterling	Vactor	Jet Truck	7973	7973	0	Collection System	
2002	Ford	350	Pick Up Truck	86505	86887	382	Ops/Maint.	
2006	Ford	Cr Vic	Sedan	143791	144332	541	Ops/Maint.	
2005	Ford	550	Flatbed Truck	40732	40737	5	Ops/Maint.	
2005	Freightliner	M2106	Dump Truck	17180	17269	89	Biosolids Disposal	
Total						1174		

Year	Make	Model	Description			Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	936	936	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2196	2196	0	Collection System	
1999	Aries	Saturn III	Camera Trailer	332	332	0	Collection System	
2004	John Deere	7920	Tractor	1061	1062	1	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	946	987.6	41.6	Operations	
2004	Case	621D	Loader	2111	2118	7	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	948	958	10	Maintenance	
2006	JCB	531-70	Telehandler	482	482	0	Plant Activities	

CITY OF LANSING



FINANCIAL SUMMARY & ECONOMIC INDICATORS REPORT

DECEMBER 2015

CITY ADMINISTRATOR, TIM VANDALL

*Prepared by:
Beth Sanford
Director of Finance*

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**FINANCE DIRECTOR'S REPORT
DECEMBER 2015**

March 4, 2016

Mayor and City Council Members:

We are pleased to submit the *Financial Summary* and *Economic Indicators Report* for the quarter ended December 31, 2015. This information provides a brief analysis on how local businesses are faring.

The General Fund balance at the end of 2015 increased approximately 8.5% from January 1, 2015. General Fund revenues received in 2015 exceeded the year's expenses by \$80,000. The only budget amended at year end was the Mayor's Christmas Tree Fund. An increase in revenues in this fund enabled staff to increase the budget authority to provide for needy families in the city.

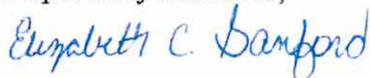
Staff received the final valuation from the County Treasurer. The final valuation was \$78,748,105 resulting in a mill levy of 41.838. This reflects a .003 increase in the mill levy that was approved by the council in August.

Following are the results from two key economic indicators of the U.S. Economy:

- *Federal Fund Rate*: The Federal Reserve voted to raise the targeted range for the federal funds rate from zero to 0.25% to 0.25% to 0.50%. The following is the key passage from the Fed's statement: Given the economic outlook, and recognizing the time it takes for policy actions to affect future economic outcomes, the Committee decided to raise the target range for the federal funds rate to 1/4 to 1/2 percent. The stance of monetary policy remains accommodative after this increase, thereby supporting further improvement in labor market conditions and a return to 2 percent inflation.
- *Unemployment Rate*: According to the Bureau of Labor Statistics, the national unemployment rate for December is 5 percent.

Key economic indicators of the local economy continue to reflect the general state of the U.S. economy. Four out of five indicators monitored in the *Economic Indicators* portion of the monthly report are positive, while utility customers remain neutral. These indicators are discussed in detail in the attached *Economic Indicators summary*.

Respectfully submitted,



Elizabeth C. Sanford
Director of Finance

**CITY OF LANSING
MAJOR FUND FISCAL STATUS REPORT
DECEMBER 2015**

There are three major operating funds monitored in this report, as well as reports for funds accounting for major capital improvement projects. These reports are intended to provide a snapshot of the financial condition of the funds that have the most significant fiscal activity. The goal is to provide management with information on potential budgetary challenges due to revenue and expenditure trends.

GENERAL FUND

- The beginning unreserved cash fund balance for CY2015 was \$1,004,383.
- Ad Valorem revenues collected through December totaled \$1,901,605, approximately 99.6% of the annual budgeted ad valorem, and a 6.9% decrease over last year's \$2,041,689 receipts through December.
- Combined Local and County Sales and Use taxes collected in December totaled \$161,166, an increase of 6.14% over the same period last year (\$151,839). Year-to-date Sales and Use Tax receipts totaled \$1,869,199, a 6.14% increase over last year's \$1,737,395 total.
- Year-to-date Franchise fees of \$665,673 are 5.3% lower than last year's total of \$702,695.
- Year-to-date Court Fines & Fees totaled \$446,233, a 13.1% decrease from last year's \$513,553.
- Total General Fund revenues year to date through December were \$5,472,574 as compared to \$5,473,525 over the same period last year. Total revenues collected are 102.5% of the annual budget.
- All operating departments remained within expectations for their budget authority, with total expenditures of \$435,408 for December, as compared to \$565,613 last year. Additionally, year-to-date expenditures across departments totaled \$5,392,484, a 4% increase over last year's \$5,186,125.
- The estimated year end unreserved cash fund balance is \$1,084,473.

WASTEWATER FUND

- The beginning unreserved cash fund balance was \$1,141,342.
- December's receipts from Usage Charges were \$237,398, a 17.7% increase over last December's revenues of \$201,655. Year to date Usage Charges totaled \$2,297,694, a 10.9% increase over last year's \$2,071,439.
- Approximately 91 delinquent accounts have been assessed onto the County tax rolls.
- Overall, operating expenditure accounts remain within budget expectations, with year to date expenditures through December totaling \$2,837,147, a slight increase over last year's expenditures of \$2,831,811 for the same period.

SOLID WASTE FUND

- The estimated beginning unreserved cash fund balance is \$392,238.
- December's receipts from Usage Charges totaled \$56,356, a 6.9% increase over the prior year's revenue of \$47,620. Year to date Usage Charges totaled \$553,661, a 6.9% increase over last year's \$518,029.
- Operating expenditure accounts remain within budget expectations, with year to date expenditures through December totaling \$543,980, a 1% increase over last year's expenditures of \$538,665 for the same period.
- The estimated year end unreserved cash fund balance is \$484,959.

CAPITAL IMPROVEMENT PROJECTS – MULTIPLE FUNDS

The reports contained herein represent the various funds for which the city has ongoing capital improvement projects (CIP). CIP that is financed solely through debt proceeds are shown in a format to reflect the total project revenues since inception and total expenditures since inception. This format allows the user to see the funding source, the contractual obligations, and the remaining unreserved cash fund balances (if any) for each individual project.

**GENERAL FUND
FISCAL YEAR 2015
DECEMBER**

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	*Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH BALANCE FORWARD				\$ 755,442	\$ 1,004,383	33.0%	\$ 1,004,383	
REVENUES								
Ad Valorem Tax	\$ -	\$ -	-0-	\$ 2,041,689	\$ 1,901,605	-6.9%	\$ 1,908,587	99.6%
In Lieu of	-	-	-0-	\$ 5,913	\$ -	-100.0%	\$ -	-0-
Motor Vehicle Tax	43,894	48,092	9.6%	\$ 256,986	\$ 261,746	1.9%	\$ 311,038	84.2%
Recreational Vehicle Tax	515	342	-33.6%	\$ 2,690	\$ 2,588	-3.8%	\$ 5,692	45.5%
Local Alcohol Liquor Tax	2,711	2,662	-1.8%	\$ 10,090	\$ 10,287	2.0%	\$ 8,864	116.1%
16M and 20M Truck Tax	-	-	-0-	\$ 6,751	\$ 5,961	-11.7%	\$ 6,845	87.1%
Local Sales & Use Tax	77,579	78,754	1.5%	\$ 856,219	\$ 907,875	6.0%	\$ 795,000	114.2%
County Sales & Use Tax	74,260	82,412	11.0%	\$ 881,176	\$ 961,324	9.1%	\$ 782,000	122.9%
Franchise Taxes	38,223	34,821	-8.9%	\$ 702,695	\$ 665,673	-5.3%	\$ 650,800	102.3%
Licenses	10,805	11,450	6.0%	\$ 40,840	\$ 45,373	-0-	\$ 35,000	129.6%
Permits	1,072	2,820	163.2%	\$ 45,832	\$ 138,081	201.3%	\$ 73,000	189.2%
Court Fees and Fines	36,911	33,091	-10.4%	\$ 513,553	\$ 446,233	-13.1%	\$ 651,700	68.5%
Animal Control	358	618	72.7%	\$ 7,667	\$ 12,065	57.4%	\$ 7,800	154.7%
Community Center	255	590	131.4%	\$ 11,675	\$ 14,730	26.2%	\$ 12,000	122.8%
Activity Center	115	135	17.4%	\$ 1,248	\$ 986	-21.0%	\$ 1,700	58.0%
Interest Earnings	11	19	81.9%	\$ 67	\$ 127	88.6%	\$ 100	126.9%
Museum & Gift Shop	-	114	-0-	\$ 20	\$ 116	477.8%	\$ 150	77.0%
Grants	-	1,301	-0-	\$ 1,390	\$ 2,101	51.2%	\$ -	-0-
Transfers	6,250	6,250	0.0%	\$ 75,000	\$ 75,000	0.0%	\$ 75,000	100.0%
Other	9,177	168	-98.2%	\$ 12,024	\$ 20,704	72.2%	\$ 13,000	159.3%
TOTAL REVENUES	\$ 302,134	\$ 303,638	0.5%	\$ 5,473,525	\$ 5,472,574	-0.0%	\$ 5,338,276	102.5%
EXPENDITURES								
Administration	\$ 6,351	\$ 6,583	3.7%	\$ 66,313	\$ 66,523	0.3%	\$ 72,449	91.8%
Police	138,576	127,440	-8.0%	\$ 1,420,646	\$ 1,415,947	-0.3%	\$ 1,471,572	96.2%
Municipal Court	29,672	24,341	-18.0%	\$ 234,817	\$ 212,464	-9.5%	\$ 244,839	86.8%
Emergency Operations	-	-	-0-	\$ -	\$ -	-0-	\$ 3,000	0.0%
Streets	27,802	19,524	-29.8%	\$ 159,458	\$ 158,194	-0.8%	\$ 164,006	96.5%
Street Lighting	27,103	28,464	5.0%	\$ 168,592	\$ 163,924	-2.8%	\$ 158,300	103.6%
Building Maintenance	8,969	3,576	-60.1%	\$ 58,395	\$ 42,809	-26.7%	\$ 53,837	79.5%
Community Development	23,934	27,788	16.1%	\$ 215,759	\$ 277,767	28.7%	\$ 248,092	112.0%
Finance	17,142	22,320	30.2%	\$ 194,954	\$ 204,561	4.9%	\$ 215,010	95.1%
Public Works	32,201	25,019	-22.3%	\$ 343,496	\$ 289,652	-15.7%	\$ 293,916	98.5%
City Administrator	13,562	12,072	-11.0%	\$ 151,599	\$ 129,234	-14.8%	\$ 155,277	83.2%
Community Center	3,844	185	-95.2%	\$ 7,924	\$ 6,479	-18.2%	\$ 11,361	57.0%
Parks & Recreation	40,217	40,482	0.7%	\$ 396,710	\$ 431,486	8.8%	\$ 438,532	98.4%
Activity Center	14,038	17,170	22.3%	\$ 108,725	\$ 110,992	2.1%	\$ 111,527	99.5%
Economic Development	21,640	26,573	22.8%	\$ 213,535	\$ 248,484	16.4%	\$ 252,814	98.3%
Historical Museum	5,901	4,557	-22.8%	\$ 61,055	\$ 34,233	-43.9%	\$ 60,725	56.4%
Council Expenses	1,975	1,708	-13.5%	\$ 36,336	\$ 40,323	11.0%	\$ 39,493	102.1%
Human Resources	7,891	7,655	-3.0%	\$ 59,822	\$ 88,865	48.5%	\$ 87,228	101.9%
Nondepartmental	144,794	39,949	-72.4%	\$ 1,287,991	\$ 1,470,547	14.2%	\$ 1,470,782	100.0%
TOTAL EXPENDITURES	\$ 565,613	\$ 435,408	-23.0%	\$ 5,186,125	\$ 5,392,484	4.0%	\$ 5,552,760	97.1%
AUDIT ADJUSTMENTS				\$ 38,537				
NET REVENUES OVER EXPENDITURES	\$ (263,478)	\$ (131,770)		\$ 248,863	\$ 80,090		\$ (214,484)	
ENDING FUND BALANCE				\$ 1,004,304	\$ 1,084,473	8.0%	\$ 789,899	137.29%

**WASTEWATER FUND
FISCAL YEAR 2015
DECEMBER**

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	*Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH BALANCE FORWARD				\$ 1,101,986	\$ 1,141,342	3.6%	\$ 1,141,342	
REVENUES								
Interest Earnings	\$ 3	\$ 5	78.1%	\$ 17	\$ 31	81.6%	\$ -	-0-
Usage Charges	201,655	237,398	17.7%	\$ 2,071,439	\$ 2,297,694	10.9%	\$ 2,253,864	101.9%
Sewer Connection Fees	-	-	-0-	\$ 20,500	\$ 66,500	224.4%	\$ 42,750	155.6%
Late Charges & Penalties	6,302	(27,312)	-533.4%	\$ 15,867	\$ 57,493	262.3%	\$ 25,000	230.0%
Collections Revenue	-	58,331	-0-	\$ 78,562	\$ 58,650	-25.3%	\$ 15,000	391.0%
Other Revenues	-	3,300	-0-	\$ 3,415	\$ 8,689	154.4%	\$ 2,500	347.6%
Transfer from General Fund	72,500	-	-100.0%	\$ 145,000	\$ -	-100.0%	\$ -	-0-
Transfer from Bond & Interest	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
TOTAL REVENUES	\$ 280,459	\$ 271,721	-3.1%	\$ 2,334,801	\$ 2,489,056	6.6%	\$ 2,339,114	106.4%
EXPENDITURES								
Operations	\$ 52,191	\$ 130,955	150.9%	\$ 1,072,377	\$ 1,191,055	11.1%	\$ 1,117,006	106.6%
Bond Principal & Interest	-	-	-0-	\$ 879,280	\$ 782,565	-11.0%	\$ 782,565	100.0%
KDHE Loan Principal	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
KDHE Loan Interest & Service Fees	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Acquisition	-	-	-0-	\$ 119,370	\$ 88,502	-25.9%	\$ 93,500	94.7%
Depreciation	760,784	775,025	1.9%	\$ 760,784	\$ 775,025	1.9%	\$ -	-0-
TOTAL EXPENDITURES	\$ 812,975	\$ 905,981	11.4%	\$ 2,831,811	\$ 2,837,147	0.2%	\$ 1,993,071	142.4%
NET REVENUES OVER EXPENDITURES	\$ (532,515)	\$ (634,260)		\$ (497,010)	\$ (348,092)		\$ 346,043	
ENDING FUND BALANCE				\$ 604,976	\$ 793,250	31.1%	\$ 1,487,385	53.3%

**SOLID WASTE FUND
FISCAL YEAR 2015
DECEMBER**

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	*Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH BALANCE FORWARD				\$ 352,355	\$ 392,238	11.3%	\$ 392,238	
REVENUES								
Usage Charges	\$ 47,620	\$ 56,356	18.3%	\$ 518,029	\$ 553,661	6.9%	\$ 515,802	107.3%
Recycling Charges	-	-	-0-	\$ (174)	\$ 18	-110.4%	\$ -	-0-
Late Charges & Penalties	2,891	4,153	43.7%	\$ 49,882	\$ 56,800	13.9%	\$ 30,000	189.3%
Collections Revenue	-	23,018	-0-	\$ 14,560	\$ 23,113	58.7%	\$ 15,000	154.1%
Interest & Misc Revenues	55	49	-11.9%	\$ 4,832	\$ 3,110	-35.6%	\$ 1,500	207.3%
Transfer from General Fund	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
TOTAL REVENUES	\$ 50,567	\$ 83,576	65.3%	\$ 587,129	\$ 636,701	8.4%	\$ 562,302	113.2%
EXPENDITURES								
Operations	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Recycling Expense	-	-	-0-	\$ 2,991	\$ 7,720	158.1%	\$ 5,000	154.4%
Solid Waste Contract	76,657	76,853	0.3%	\$ 460,674	\$ 461,260	0.1%	\$ 478,000	96.5%
Acquisition	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Transfer to General Fund	6,250	6,250	0.0%	\$ 75,000	\$ 75,000	0.0%	\$ 75,000	100.0%
TOTAL EXPENDITURES	\$ 82,907	\$ 83,103	0.2%	\$ 538,665	\$ 543,980	1.0%	\$ 558,000	97.5%
NET REVENUES OVER EXPENDITURES	\$ (32,341)	\$ 473		\$ 48,464	\$ 92,721		\$ 4,302	
ENDING FUND BALANCE				\$ 400,819	\$ 484,959	21.0%	\$ 396,540	122.3%

**CONSOLIDATED STREET & HIGHWAY
FISCAL YEAR 2015
DECEMBER**

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	*Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH BALANCE FORWARD				\$ 161,307	\$ 196,147	21.6%	\$ 196,147	
REVENUES								
Interest Earnings	\$ 1	\$ 3	80.0%	\$ 9	\$ 17	99.4%	\$ 25	67.8%
Spec City/Cty Highway (CNTY)	-	-	-0-	\$ 34,747	\$ 34,706	-0.1%	\$ 33,510	103.6%
Permits	-	165	-0-	\$ 2,385	\$ 2,110	-11.5%	\$ 2,500	84.4%
Inspection Fees	-	-	-	\$ -	\$ 30,833	-	\$ -	-
Spec City/Cty (STATE)	166	1,679	910.1%	\$ 304,758	\$ 316,247	3.8%	\$ 298,080	106.1%
FEMA	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
State/Federal Grants*	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Transfers	-	10,000	-0-	\$ 120,000	\$ 120,000	-	\$ 120,000	100.0%
Other	-	-	-0-	\$ 1,757	\$ -	-100.0%	\$ -	-0-
TOTAL REVENUES	\$ 168	\$ 11,847	7064.3%	\$ 463,656	\$ 503,913	108.7%	\$ 454,115	111.0%
EXPENDITURES								
Payroll & Benefits	\$ 24,796	\$ 25,855	4.3%	\$ 277,513	\$ 261,029	-5.9%	\$ 305,511	85.4%
Engineering Services	10,600	200	-98.1%	\$ 19,093	\$ 11,334	-40.6%	\$ 21,000	54.0%
Maintenance/Equip & Facilities	9,894	5,629	-43.1%	\$ 27,658	\$ 29,380	6.2%	\$ 30,000	97.9%
Training	-	-	-0-	\$ 3,647	\$ 1,711	-53.1%	\$ 2,000	85.5%
Ice Control	-	-	-0-	\$ 22,242	\$ 35,253	58.5%	\$ 34,000	103.7%
Gas & Oil	1,190	1,034	-13.1%	\$ 19,770	\$ 11,358	-42.6%	\$ 21,000	54.1%
Mowing - State & Local	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Gen Street Maintenance	518	50	-90.3%	\$ 24,011	\$ 39,789	65.7%	\$ 62,725	63.4%
Curb Replacements	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Acquisition	-	-	-0-	\$ 32,226	\$ -	-100.0%	\$ -	-0-
Other	-	-	-0-	\$ 2,655	\$ -	-100.0%	\$ -	-0-
TOTAL EXPENDITURES	\$ 46,999	\$ 32,767	-30.3%	\$ 428,815	\$ 389,853	-9.1%	\$ 476,236	81.9%
NET REVENUES OVER EXPENDITURES	\$ (46,831)	\$ (20,920)		\$ 34,840	\$ 114,060		\$ (22,121)	
ENDING FUND BALANCE				\$ 196,147	\$ 310,207	58.1%	\$ 174,026	178.3%

**CAPITAL IMPROVEMENT PROJECT FUND
FISCAL YEAR 2015
DECEMBER**

FUND 70 - CAPITAL IMPROVEMENTS

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH								
BALANCE FORWARD				\$ 8,135	\$ 32,355	297.7%	\$ 32,355	
REVENUES								
Interest Earnings	\$ 1	\$ 1	86.8%	\$ 4	\$ 7	59.6%	\$ 500	1.4%
Sale of Assets	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
County Participation	-	-	-0-	\$ 700	\$ -	-100.0%	\$ -	-0-
147th Street	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Main Street Enhancement	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Other Revenues	6,806	-	(1)	\$ 43,964	\$ 327,079	644.0%	\$ 375,000	87.2%
Transfer from General Fund	-	-	-0-	\$ 536,000	\$ 712,500	32.9%	\$ 612,500	116.3%
Reimb from Capital Projects	258,060	-	(1)	\$ 258,060	\$ -	-100.0%	\$ -	-0-
TOTAL REVENUES	\$ 264,867	\$ 1	0.0%	\$ 838,729	\$ 1,039,586	123.9%	\$ 988,000	105.2%
EXPENDITURES								
Drainage Maintenance	\$ 20,000	\$ -	-100.0%	\$ 31,202	\$ 35,000	12.2%	\$ 35,000	100.0%
Street Contract	-	10,867	-0-	\$ 706,854	\$ 578,286	-18.2%	\$ 525,000	110.1%
Curb Replacement	-	-	-0-	\$ -	\$ -	-0-	\$ 37,000	0.0%
Drainage Contract	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
147th Street	566	-	(1)	\$ 68,207	\$ -	-100.0%	\$ -	-0-
DeSoto Road	-	1,500	-0-	\$ -	\$ 1,564	-0-	\$ -	-0-
Gamble Street	-	-	-0-	\$ -	\$ 320,908	-0-	\$ 375,000	85.6%
Sidewalk Construction	-	1,875	-0-	\$ -	\$ 16,136	-0-	\$ 15,500	104.1%
Bittersweet Rd/Bridge	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Signal Lights	900	-	(1)	\$ 24,399	\$ 72,915	198.9%	\$ -	-0-
Trail Expenses	-	-	-0-	\$ 277,284	\$ -	-100.0%	\$ -	-0-
TOTAL EXPENDITURES	\$ 21,466	\$ 14,242	-33.7%	\$ 1,107,945	\$ 1,024,809	-7.5%	\$ 987,500	103.8%
NET REVENUES OVER EXPENDITURES	\$ 243,401	\$ (14,241)		\$ (269,216)	\$ 14,777		\$ 500	
ENDING FUND BALANCE				\$ (261,082)	\$ 47,132	-118.1%	\$ 32,855	143.5%

**CAPITAL IMPROVEMENT PROJECT FUND
FISCAL YEAR 2015**

FUND 79 - 147TH ST/9B INTERCEPTOR

	FY 2014	FY 2015	Cumulative Total	Available Funds
UNRESERVED CASH BALANCE FORWARD	\$ -	\$ 1,303,656	0	\$ -
REVENUES				
Interest Earnings	\$ -	\$ -	\$ -	\$ -
Temp Note Proceeds	2,170,000	-	2,170,000	2,170,480
Plan/Plat Review Fees	430	50	480	-
TOTAL REVENUES	\$ 2,170,430	\$ 50	\$ 2,170,480	\$ 2,170,480
EXPENDITURES			Cumulative Project Expenditures	Contractual Obligations
Bond Issuance Costs	\$ 19,022	\$ -	\$ 19,022	\$ 19,022
Issuance Discount	4,095	-	4,095	4,095
147th - Signalization/Geometric Imp	340,816	329,303	670,120	784,368
9B Interceptor extension	7,190	-	7,190	1,115,264
Engineer Studies & Easement Acquisition	495,311	970,820	1,466,131	224,272
Publications and Ads	340	82	422	422
	-	-	-	-
TOTAL EXPENDITURES	\$ 866,774	\$ 1,300,205	\$ 2,166,979	\$ 2,147,443
NET REVENUES OVER EXPENDITURES	\$ 1,303,656	\$ (1,300,155)	\$ 3,501	\$ 23,037
ENDING FUND BALANCE	\$ 1,303,656	\$ 3,501	\$ 3,501	\$ 23,037

**CAPITAL IMPROVEMENT PROJECT FUND
FISCAL YEAR 2015**

FUND 82 - 7 MILE CREEK PROJECT (SEWER)

	FY 2015	Cumulative Total	Available Funds
UNRESERVED CASH			
BALANCE FORWARD	\$ -	0	\$ -
REVENUES			
Interest Earnings	\$ -	\$ -	\$ -
Temp Note Proceeds	4,450,000	4,450,000	4,508,523
Original Issue Premium	58,523	58,523	58,523
Plan/Plat Review Fees	-	-	-
TOTAL REVENUES	\$ 4,508,523	\$ 4,508,523	\$ 4,567,046
EXPENDITURES		Cumulative Project Expenditures	Contractual Obligations
Bond Issuance Costs	\$ 32,125	\$ 32,125	\$ 32,125
Issuance Discount	-	-	-
Construction Costs	1,400,756	1,400,756	\$ 4,395,000
Publications and Ads	-	-	-
Transfer to Debt Service	-	-	-
TOTAL EXPENDITURES	\$ 1,432,881	\$ 1,432,881	\$ 4,427,125
NET REVENUES OVER EXPENDITURES	\$ 3,075,642	\$ 3,075,642	\$ 139,921
ENDING FUND BALANCE	\$ 3,075,642	\$ 3,075,642	\$ 139,921

**EQUIPMENT RESERVE
FISCAL YEAR 2015
DECEMBER**

	Prior Year Month	Current Year Month	% Change	Prior Year-to-Date	Current Year-to-Date	% Change	Current Year Budget	YTD % of Budget
UNRESERVED CASH BALANCE FORWARD				\$ 162,724	\$ 149,435	-8.2%	\$ 149,435	
REVENUES								
Interest Earnings	\$ 1	\$ 1	91.2%	\$ 4	\$ 8	106.7%	\$ -	-0-
Reimbursed Expenses	-	-	-0-	\$ -	\$ 960	-0-	\$ 145,000	0.7%
Transfer from General Fund	6,250	6,250	0.0%	\$ 75,000	\$ 75,000	0.0%	\$ 75,000	100.0%
Sale of Assets	-	-	-0-	\$ 2,586	\$ -	-100.0%	\$ -	-0-
TOTAL REVENUES	\$ 6,251	\$ 6,251	100.0%	\$ 77,590	\$ 75,969	97.9%	\$ 220,000	34.5%
EXPENDITURES								
Aquisition	\$ -	\$ 17,013	-0-	\$ 90,879	\$ 79,062	-13.0%	\$ 240,000	32.9%
Depreciation	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
Other	-	-	-0-	\$ -	\$ -	-0-	\$ -	-0-
TOTAL EXPENDITURES	\$ -	\$ 17,013	-0-	\$ 90,879	\$ 79,062	-13.0%	\$ 240,000	32.9%
NET REVENUES OVER EXPENDITURES	\$ 6,251	\$ (10,762)		\$ (13,289)	\$ (3,093)	-76.7%	\$ (20,000)	15.5%
ENDING FUND BALANCE				\$ 149,435	\$ 146,342	-2.1%	\$ 129,435	113.1%

Current Year Expenditures:

Lease Payment - 2013 vehicles	\$ 25,886.23
Rooftop AC units - 800 1st Ter	\$ 8,168.00
Lease Payment - backhoe	\$ 27,994.86
JD MX8 pull type mower	\$ 6,770.00
Landprider Overseeder	\$ 10,243.00

Total Expenditures FY 15 \$ 79,062.09

**CITY OF LANSING
KEY ECONOMIC INDICATOR'S REPORT SUMMARY
DECEMBER 31, 2015**

There are five economic indicators monitored in this report. These reports are intended to provide an overall perspective of historical trends and analysis of current economic activity. Four indicators reflect a positive trend at this time—unemployment rate, sales tax, transient guest tax, and permits and fees—with utility customers showing a neutral trend.

UNEMPLOYMENT RATE:

(POSITIVE)

The preliminary unemployment rate for the Leavenworth County area for the month of December is 4.0%. In comparison, the national unemployment rate stands at 5%, while the State unemployment rate registers at 3.9% for the same period.

SALES TAX:

(POSITIVE)

Combined City and County Sales and Use Tax for the fourth quarter totaled \$475,121, a 2.8% increase over last year's \$462,122 total for October through December.

TRANSIENT GUEST TAX:

(POSITIVE)

Total revenue received from the State represents the remaining gross four percent (7%) city guest tax. The State retains a 2% administration fee and submits 98% to the City. The receipt is split, with a 2% credit to the *Facilities Renovation Fund* and a 5% credit to the *Transient Guest Tax Fund*. The revenues are received from the State on a quarterly basis (February, May, August, and November of each year) thus the revenue received through December was \$146,612 as compared to last year's receipts of \$123,059 for the same period.

PERMITS AND FEES:

(POSITIVE)

The City issued 77 residential and commercial permits valued at \$3,206,034 between October and December 2015, with a total of 304 permits valued at \$13,456,490 year-to-date. This reflects an increase in both the previous year's 280 permits issued and the valuation of \$8,737,374.

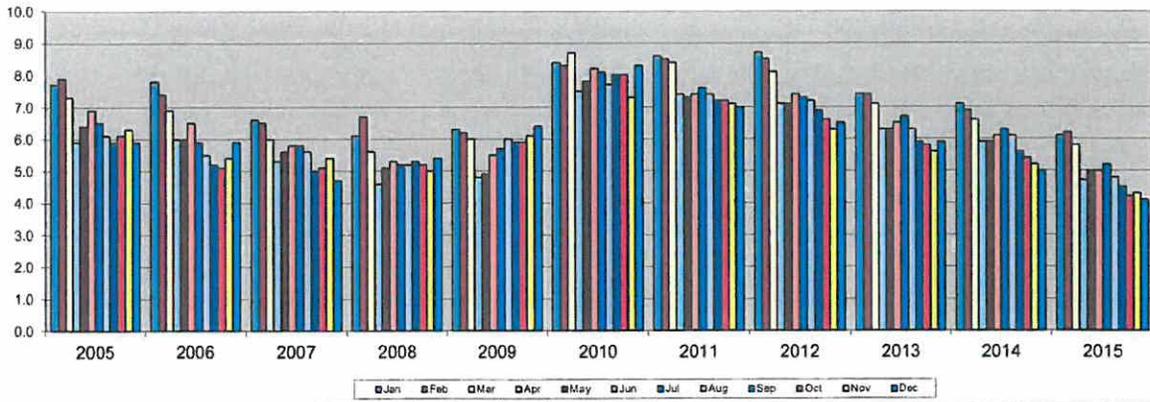
UTILITY CUSTOMERS:

(NEUTRAL)

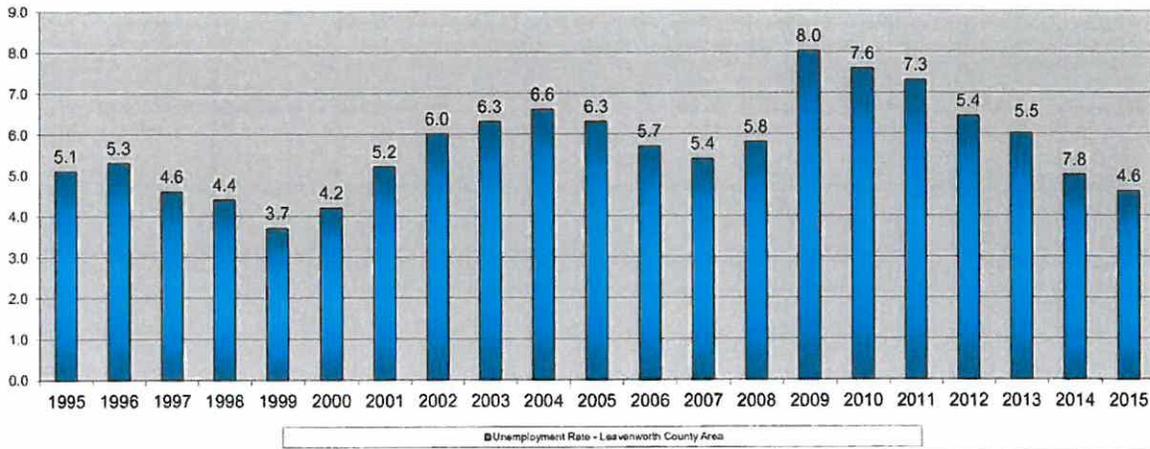
Fourth Quarter's final billing cycle reflected 2488, 2491, and 2488 residential accounts for October, November, and December respectively; and 117 (October and December), and 116 (November) commercial accounts for the same period.

UNEMPLOYMENT RATE

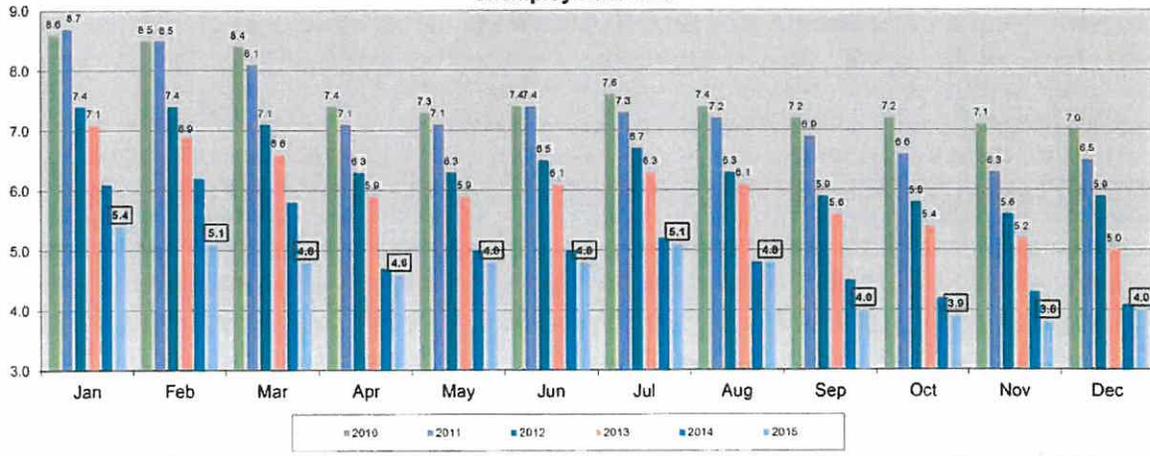
Leavenworth County Unemployment Rate MONTHLY HISTORICAL TRENDS

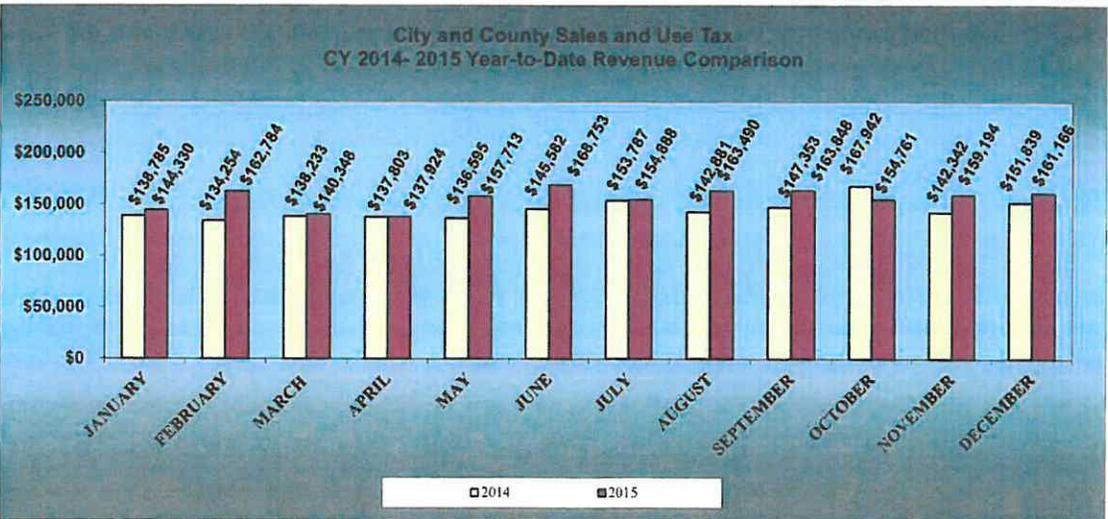
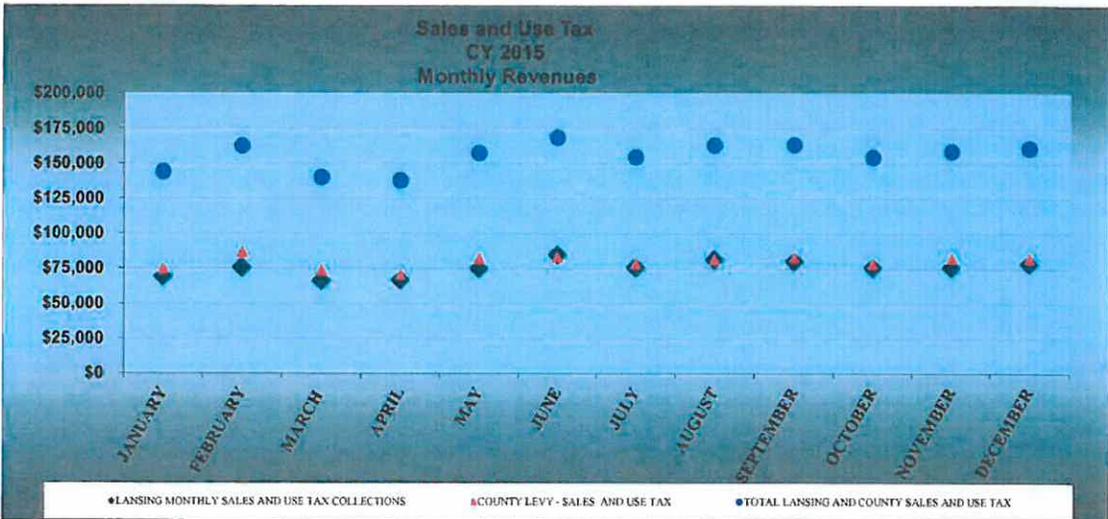
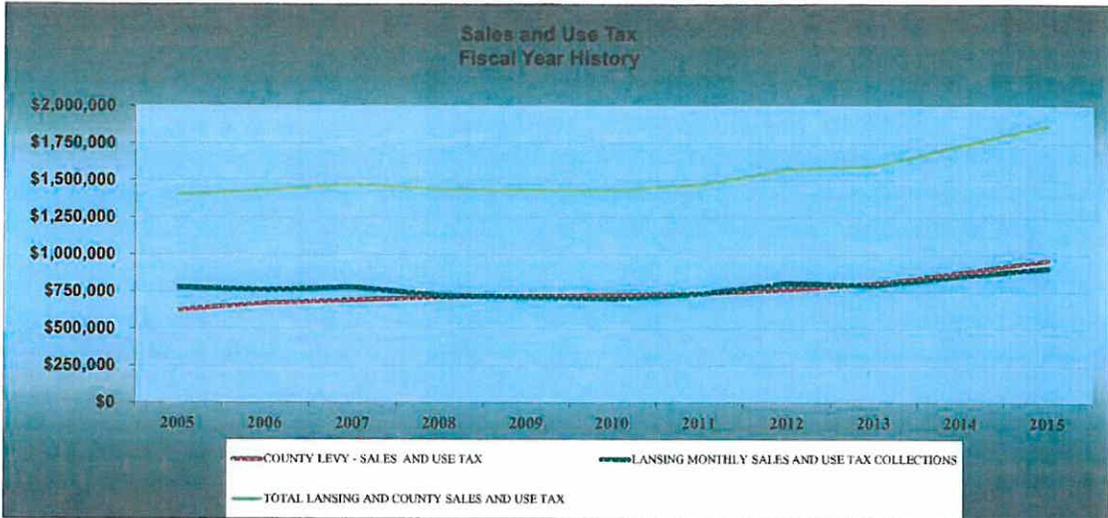


Leavenworth County Unemployment Rate AGGREGATE ANNUAL RATE



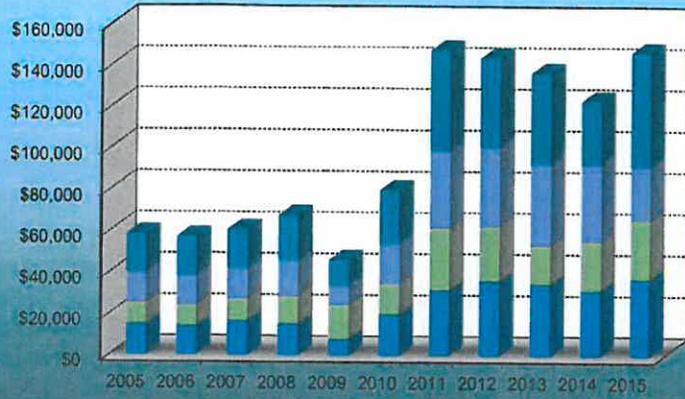
Leavenworth County Unemployment Rate





Transient Guest Tax

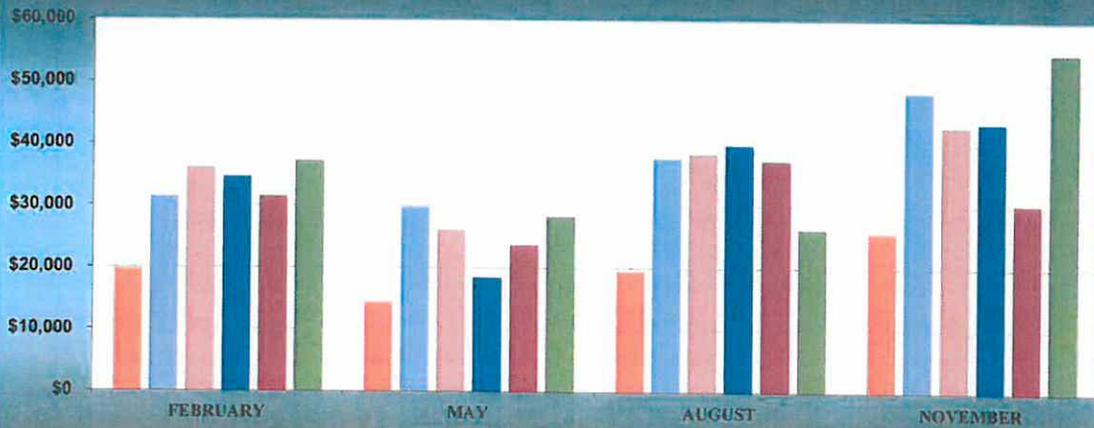
Quarterly Receipts



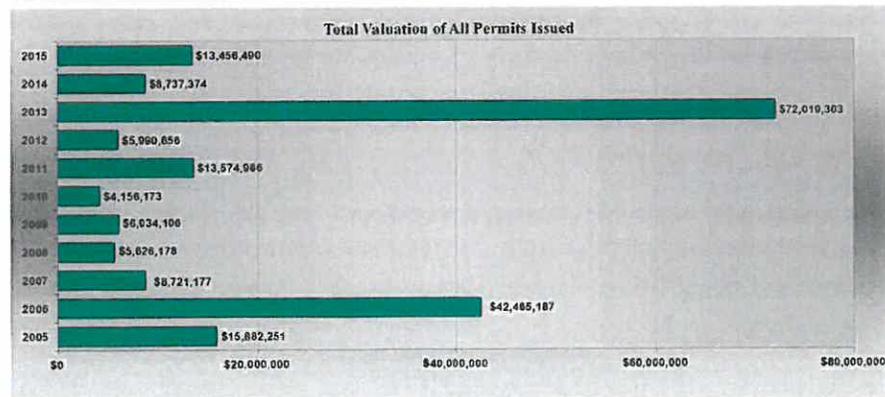
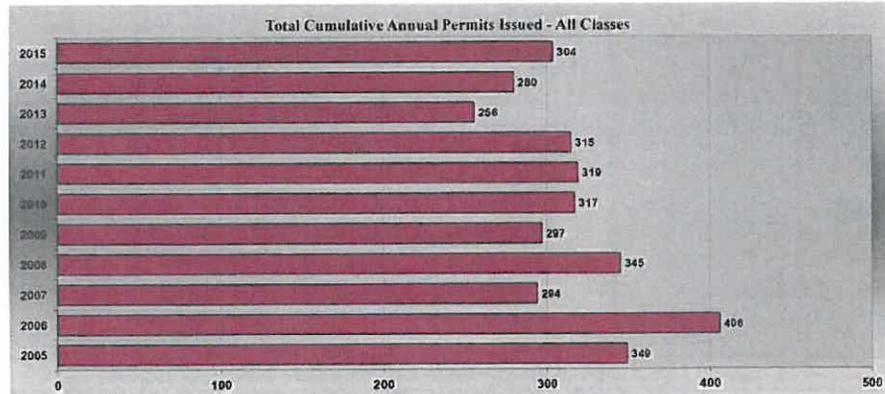
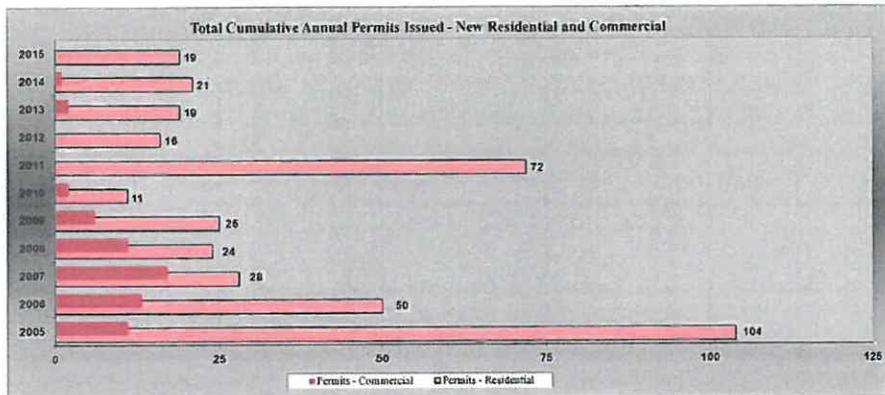
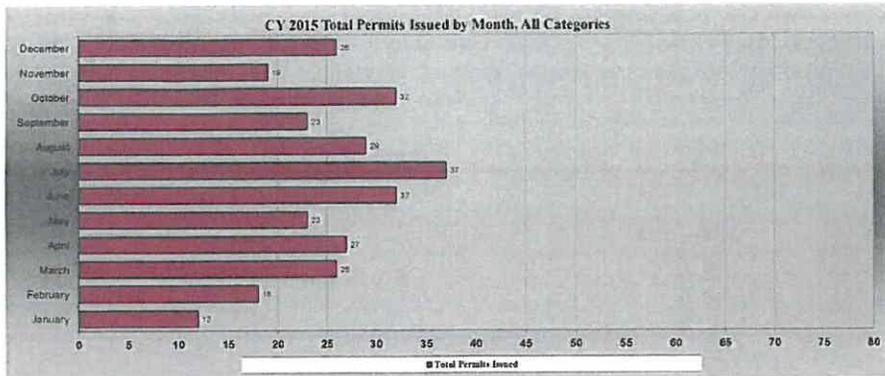
Collection Year



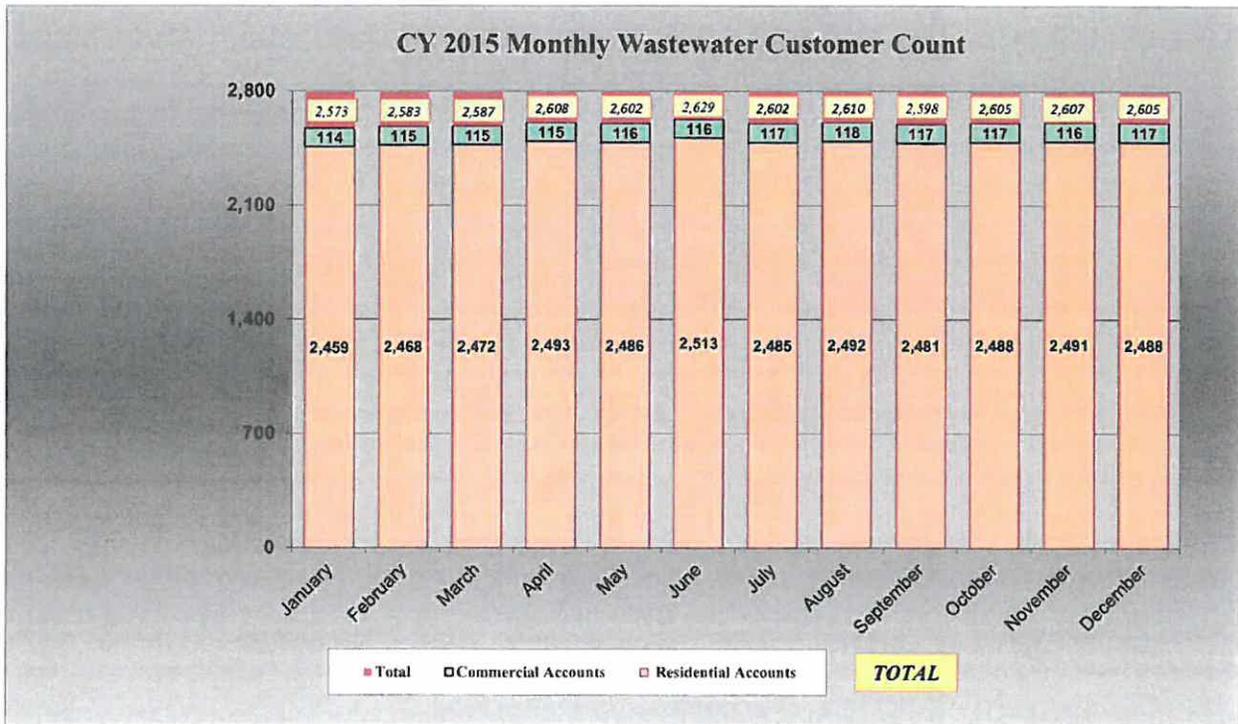
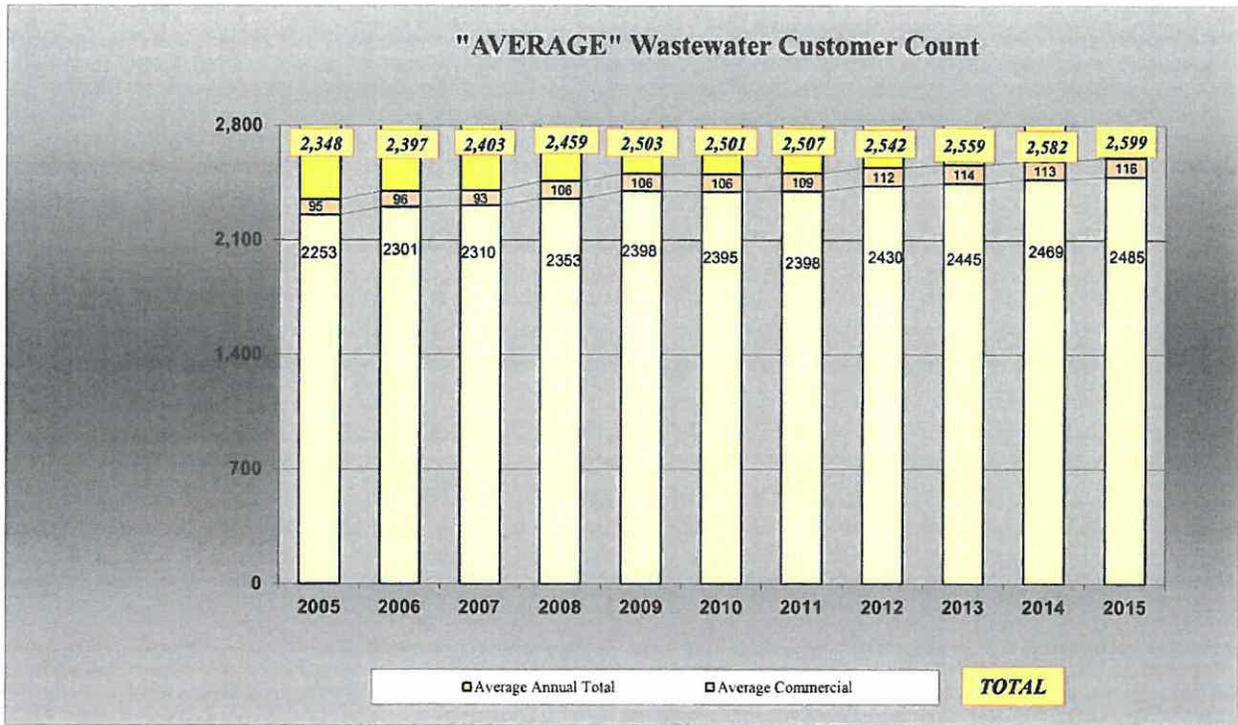
Transient Guest Tax CY 2010 - 2015 Monthly Revenue Comparison



PERMITS ISSUED AND TOTAL VALUATION HISTORY



WASTEWATER UTILITY CUSTOMER HISTORY





End of Report

Hello Cody,

I would just like to personally thank you for your unselfish participation as a Mock Interviewer at our USD469 Special Education Job & Career Fair held on March 9th, at the University of Saint Mary.

Your "anything, I can do to help" enthusiasm in volunteering your time and effort as one of our Mock Interviewers, greatly assisted us with being able to provide a realistic setting and "feel" for students. Our students really gained quite a bit of knowledge from this exercise and that knowledge will undoubtedly help them in preparation for their next "real" interview.

We conducted a "straw poll" of our students as they were leaving, and almost all of them noted that the Mock Interview, was one of their most favorite sessions! Great Job! Thank you again.

Sincerely,

Chuck (George) Holland
Job Coach
Lansing High School
913-727-3357 (Ext 2529)
Chuck.Holland@USD469.net

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