



Special Call City Commission Meeting

January 31, 2025 at 12:00 PM

118 W Central Ave, Arkansas City, KS

I. Routine Business

1. Roll Call

II. New Business

1. A Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Laura Riggs-Johnson, for City Prosecutor Services in Arkansas City Municipal Court, effective February 1, 2025. **(Voice Vote)**

III. Executive Session

1. Recess into executive session for a period of ____ minutes to discuss provisions of Charter Ordinance No. 35, pursuant to K.S.A. 75-4319(b)(2), which justifies consultation with the attorney for the public body. The open meeting will resume in the commission Chambers at ____ : ____ p.m. **(Voice Vote)**

IV. Adjournment



City Commission Agenda Item

Meeting Date: January 31, 2025
From: Randy Frazer, City Manager
Item: Professional Services Agreement with Laura Riggs-Johnson for City Prosecutor Services

Motion: A Resolution authorizing the City of Arkansas City to enter into a Professional Services Agreement with Laura Riggs-Johnson, for City Prosecutor Services in Arkansas City Municipal Court, effective February 1, 2025. **(Voice Vote)**

Purpose: To approve the Professional Services Agreement appointing Laura Riggs-Johnson as the City Prosecutor for the City of Arkansas City, Kansas, effective February 1, 2025.

Background: Laura Riggs-Johnson, an attorney based in Winfield, Kansas, has demonstrated extensive expertise in municipal law and has expressed interest in serving as the City Prosecutor. This agreement formalizes her appointment to manage legal responsibilities, including prosecuting cases in municipal court, preparing legal documents, and advising the City as required.

Key terms of the agreement include:

- Monthly salary of \$3,750, effective February 1, 2025.
- Responsibility for legal duties outlined in Kansas statutes and City Code.
- Allowances for professional development and association dues.
- A one-year renewable term, with provisions for termination by either party with 90 days' notice

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further discussion

Fiscal Impact: Amount: **\$45,000 Annually**

Fund: **01-General** Department: **205-Legal Counsel** Expense Code: **6210-Legal Services**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution and Agreement.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2025-01-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LAURA RIGGS-JOHNSON, FOR CITY PROSECUTOR SERVICES IN ARKANSAS CITY MUNICIPAL COURT, EFFECTIVE FEBRUARY 1, 2025.

WHEREAS, Ms. Riggs-Johnson has demonstrated extensive expertise in Municipal Law and has expressed interest in serving as the City Prosecutor; and

WHEREAS, the City of Arkansas City desires to retain Ms. Riggs-Johnson for the services pursuant to a Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the City Manager of the City of Arkansas City to execute a Professional Services Agreement with Laura Riggs-Johnson, for city prosecutor services in Arkansas City Municipal Court, effective February 1, 2025. Such Agreement is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: Key terms of said agreement include: A one-year renewable term, with provision of termination by either party within 90 days’ notice, a monthly salary of \$3,750.00, effective February 1, 2025, responsibility for legal duties outlines in Kansas statues and City code, and allowances for professional development and association dues.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND APPROVED by the Governing Body of the City of Arkansas City, Kansas this 31st day of January, 2025.

(Seal)

Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2025-01-_____ of the City of Arkansas City, Kansas adopted by the Governing Body on January 31, 2025 as the same appears of record in my office.

DATED: _____

Tiffany Parsons, City Clerk

PROFESSIONAL SERVICES AGREEMENT
(Independent Contractor)

This Professional Services Agreement is hereby entered into by and between the **City of Arkansas City** an incorporated municipality of the second class in the State of Kansas, hereinafter called "**City**" and **Laura Riggs-Johnson**, a recognized Attorney at Law, whose residence and principal offices are in the City of Winfield, Kansas, hereinafter called the "**City Prosecutor**."

WHEREAS, Ms. Riggs-Johnson has developed expertise in the practice of law and has indicated her interest in the position of city prosecutor for the City; and

WHEREAS, the City of Arkansas City desires to retain Ms. Riggs-Johnson for the services pursuant to a Professional Services Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE CITY AND CITY PROSECUTOR AS FOLLOWS:

I. Appointment. The City does hereby appoint Laura Riggs-Johnson as City Prosecutor for the City of Arkansas City for the term contained herein. As such, she shall have full authority and responsibility to act as City Prosecutor on the City's behalf, as required or provided in City Code, State Statute, Federal Law, the City Commission or as hereinafter provided.

II. Duties & Responsibilities. The City assigns to the City Prosecutor the duties set out in Kansas statute, Municipal Code, and other duties as assigned by the City. With written permission of the City Manager, City Prosecutor may refer matters to outside counsel for consultation such as if City Prosecutor has a conflict in a case, or if the matter requires special knowledge or expertise outside of City Prosecutor's experience. In such a case, City shall be responsible for negotiating payment terms and conditions.

III. Compensation. Starting February 1, 2025, in exchange for the services provided herein, City Prosecutor shall be paid as follows, effective the first pay period after February 1, 2025:

- a. **MUNICIPAL COURT PROSECUTOR.** The City shall pay a salary of \$3,750.00 per month to perform the services of City Prosecutor regardless of the number of hours actually required to perform all duties, including, but not necessarily limited to the following: try criminal cases and meet with counsel and defendants at Municipal Court; review criminal histories to ensure defendants are properly charged; plan and prepare for criminal cases outside of hours spent at Municipal Court; draft long-form complaints for prosecution in Municipal Court; review police reports and evidence; interview Police officers witnesses, defendants and their counsel; draft required pleadings, motions and responses to motions; draft and negotiate diversion agreements, prosecute Municipal Court appeals to the District Court; and draft required correspondence. Ms. Munson shall not be required to submit itemized invoices detailing the work performed as City Prosecutor.

- b. Compensation listed above shall be increased annually in an amount equal to a minimum of the budgeted Cost of Living Adjustment for all City employees if any. The City Manager may award, in his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.

IV. Conflict of Interest. City Prosecutor has a private law practice representing other clients. In a case where City Prosecutor represents a client whose interests come into potential conflict with the City on a particular issue, City Prosecutor will advise both parties of such conflict and withdraw from active involvement in the case unless (a) both parties are advised of the potential conflict and agree to waive the conflict, and (b) City Prosecutor feels she can represent properly both parties and still comply with applicable attorney ethics rules. The City shall not request or expect any services from the City Prosecutor which would be in any way unethical or illegal.

V. Facilities. The City Prosecutor shall provide her own office space and make herself available as necessary for consultations at City Hall or another designated venue within the downtown area of the city of Arkansas City. Further, City Prosecutor shall retain, and pay, her own staff required to fully and completely perform the services required hereunder and shall further provide such furniture, equipment and legal reference material as may be necessary in order to effectively practice in the area of municipal law. The City shall provide the City Prosecutor with the necessary equipment, and/or reference materials, essential to the operations during all municipal court sessions, which are to be permanently located at City Hall, starting February 1, 2025.

- a. City Prosecutor may attend seminars, state and/or national, pertaining to Municipal law which are beneficial to the City, upon approval by the City Manager. The City shall pay expenses incurred in attending such seminars in accordance with standard City policy and appropriations.
- b. City shall pay required dues to appropriate state and/or national associations for the City Prosecutor, including but not necessarily limited to, City Attorney Association of Kansas and International Municipal Lawyers Association.

VJ. Termination Either party hereto may terminate this Agreement upon 90 days written notice to the other party hereto.

VII. Term. This Agreement shall be for a term of one (1) year, from and after February 1, 2025. Unless either party notifies the other in writing a minimum of 90 days prior to January 1 of any year, this term shall automatically extend for 12 months on January 1 of each year starting January 1, 2026.

The parties to this Agreement do hereby commit themselves to the faithful performance of this Agreement and bind their heirs, successors and assigns to such performance and affix their signatures below in agreement to the terms set out hereinabove.

Randy Frazer, City Manager

Laura Riggs-Johnson, City Prosecutor



City Commission Agenda Item

Meeting Date: January 31, 2025
From: City Commissioners
Item: Executive Session – Charter Ord. 35 Provisions

Motion: Recess into executive session for a period of ____ minutes to discuss provisions of Charter Ordinance No. 35, pursuant to K.S.A. 75-4319(b)(2), which justifies consultation with the attorney for the public body. The open meeting will resume in the commission Chambers at ____ : ____ p.m. **(Voice Vote)**

Background:

Requesting to recess into executive session to discuss provisions of Charter Ordinance No. 35, pursuant to K.S.A. 75-4319(b)(2), which justifies consultation with the attorney for the public body.

A complete copy of K.S.A. 75-4319 is enclosed and summarized for this specific matter below.

State Reference K.S.A. 75 -4319(b)(2) defined:

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure.

(a) Upon formal motion made, seconded, and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: **(1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume.** The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:
(2) to discuss provisions of Charter Ordinance No. 35

Commission Options:

1. Make a motion to recess into executive session, establishing a time to resume the open meeting.

Approved for Agenda by:

Randy Frazer, City Manager

2021 Kansas Statutes

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:

- (1) To discuss personnel matters of nonelected personnel;
- (2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship;
- (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the public body or agency;
- (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) for the preliminary discussion of the acquisition of real property;
- (7) to discuss matters relating to parimutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
- (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
- (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
- (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
- (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
- (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and

vulnerability assessments;

(13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;

(14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 75-7427, and amendments thereto; and

(15) for the governor's domestic violence fatality review board to conduct case reviews.

(c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.

(d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery or other demand in any administrative, criminal or civil action.

History: L. 1972, ch. 319, § 3; L. 1977, ch. 301, § 3; L. 1981, ch. 344, § 1; L. 1988, ch. 315, § 4; L. 1992, ch. 318, § 9; L. 1993, ch. 286, § 75; L. 1994, ch. 254, § 3; L. 1996, ch. 256, § 23; L. 1999, ch. 96, § 2; L. 2001, ch. 190, § 2; L. 2004, ch. 177, § 2; L. 2005, ch. 126, § 4; L. 2007, ch. 177, § 16; L. 2009, ch. 132, § 14; L. 2012, ch. 16, § 33; L. 2015, ch. 68, § 16; L. 2017, ch. 73, § 4; July 1.