
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

NEW BUSINESS

- [2.](#) Engineering Contract for Town Centre Lighting Project
- [3.](#) Kansas City Regional Resource Sharing Agreement
- [4.](#) Executive Session - Attorney/Client Privilege

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

- [5.](#) City Administrator Report

PROCLAMATIONS

OTHER ITEMS OF INTEREST

ADJOURNMENT

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

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: January 24, 2023
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of January 19, 2023 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of January 19, 2023, as presented.

AGENDA ITEM

CITY OF LANSING

CITY COUNCIL MEETING

MEETING MINUTES
January 19, 2023

Call To Order:

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

Roll Call:

Mayor McNeill called the roll and indicated which Councilmembers were in attendance.

Councilmembers Present:

Ward 1: Gene Kirby

Ward 2: Don Studnicka

Ward 3: Kerry Brungardt and Jesse Garvey

Ward 4: Gregg Buehler

Absent: Dan Clemons, Dave Trinkle, and Marcus Majure

OLD BUSINESS:

Approval of Minutes of the Regular Meeting of January 5, 2023, as presented.

Councilmember Brungardt made a motion to approve Regular Meeting Minutes of January 5, 2023, as presented. Councilmember Buehler seconded the motion. No discussion took place.
Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Garvey, and Buehler. Nay: none; Abstain: Councilmember Kirby; Absent: Councilmembers Clemons, Trinkle, and Majure. The motion was approved.

Audience Participation: None.

Presentations: None.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Parks & Recreation Advisory Board Recommendations

There are currently three vacancies on the Parks and Recreation Advisory Board. Two applications have been received since the board's last meeting. The Parks and Recreation Advisory Board recommends the appointments.

Councilmember Buehler made a motion to appoint Billy Dupras to the Parks and Recreation Advisory Board for a term ending December 31, 2023, and Tabor Medill to the Parks and Recreation Advisory Board for a term ending December 31, 2024. Councilmember Kirby seconded the motion. Councilmember Studnicka and Director Crum discussed whether these applicants had previously served on the board. Mr. Crum stated that both were new and that Mr. Dupras will be the new school board representative. He was recommended by Dr. Wessel. **Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.**

Lansing Boy Scout Troop 165 Activity Center Request

Matthew Blome with Lansing Boy Scout Troop 165 has requested to use the Lansing Activity Center after hours from 3:00 p.m. on February 4th until 8:00 a.m. on February 5th for the Boy Scout Anti Campout.

Councilmember Kirby made a motion to approve the request for Matthew Blome and Lansing Boy Scout Troop 165 to use the Lansing Activity Center for the Anti Campout event as requested. Councilmember Studnicka seconded the motion. Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.

Request to Purchase a Bobcat CT5558 Tractor

The Parks and Recreation Department and the Public Works Department / Street Department Requested a price for a Bobcat CT5558 Tractor using the Kansas NASPO Grounds Maintenance Equipment Contract. This will be a joint use piece of equipment that would also be available to other departments if needed, and by staying with Bobcat, most of the attachments that the City owns will be usable. The tractor will come with a front-loader bucket, a rear ballast box and a snow blade.

Councilmember Brungardt made a motion to approve the purchase of a Bobcat 5558 tractor from K.C. Bobcat for \$54,499.46 from account number 80-010-43301 Equipment Reserve Fund. Councilmember Studnicka seconded the motion. Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.

Executive Session for Economic Development

Councilmember Buehler made a motion to go into Executive Session for the preliminary discussion of Economic Development activities, K.S.A. 75-4319(b)(4) for 15 minutes, beginning at 7:05 PM and returning to the Council Chambers at 7:20 PM and to include City Council, City Administrator, City Attorney, and CED Director Schmitz. Councilmember Buehler seconded the motion. Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.

Councilmember Kirby made a motion to return to Open Session at 7:20 PM. Councilmember Buehler seconded the motion. No binding action was taken. Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.

REPORTS:

Department Heads: Nothing to discuss.

City Attorney: Nothing to discuss.

City Administrator: Reminder to those that RSVP'd for the Leavenworth County Development Corporation Annual Lunch is January 20, 2023, at the Riverfront. There will be an update on the status of KCI. The Chamber of Commerce is also having their annual banquet on January 27th. Since the NFL draft is coming to Kansas City, the Chamber is trying to do a football themed chamber banquet. Happy hour starts at 5pm. In my report, the state is doing the second round of the base grant application. We applied jointly with Leavenworth County last time to pay for the sewer line to access the McIntyre area. The project design is almost complete. It is an area where we see future commercial and industrial growth. Unfortunately, Leavenworth County will not be able to participate in our grant application this time. If we apply, we will be responsible for the full match. If we use the numbers from last time, the city's match would be \$1.5 million. We are asking the state for \$3 million.

Discussion continued between the council, mayor, and administrator regarding whether to apply for the grant, why Leavenworth County will not be participating, and if ARPA funds could be used. The mayor requested that the grant application be discussed further at the work session on January 27th. Council and the City Administrator further discussed the schedule for the work session and possibly starting earlier. Director Schmitz did so much for the city in the last five years. Acknowledged Mr. Schmitz's dedication to his job and how much he will be missed.

Governing Body:

Councilmember Brungardt: Thanked Director Schmitz and his family and acknowledged the remarkable job he has done.

Councilmember Studnicka: Thanked Director Schmitz for all his hard work.

Councilmember Kirby: Agreed with everyone else in thanking Director Schmitz and wished him and his family good luck.

Councilmember Garvey: Stated it was nice working with Director Schmitz and wished him good luck in Iowa.

Councilmember Buehler: Hard to believe it had been five years since Director Schmitz had started. Stated that where Mr. Schmitz was going was lucky to have him, good luck, and if he ever needed anything to let those on the dais know that they would be happy to help.

ADJOURNMENT:

Councilmember Buehler made a motion to adjourn. Councilmember Garvey seconded the motion. Roll Call Vote: Aye: Councilmembers Brungardt, Studnicka, Garvey, and Buehler. Nay: Kirby; Abstain: none; Absent: Councilmembers Clemons, Trinkle and Majure. The motion was approved.

The meeting was adjourned at 7:30 p.m.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 1/30/2023*

DATE: February 2, 2023

SUBJECT: Engineering Services for the Centre Drive Light, Island, and Intersection Improvements

Policy Considerations:

The City Council authorized the improvements to Centre Drive as a C&S Item in the 2023 budget.

Our on-call engineering firm was contacted and has provided the following proposal with alternatives.

Base Design: \$26,600 – Civil and Electrical Construction Documents

Alt Task III – \$10,100 - Design of the widened 4H & Centre Drive intersection

Financial Consideration: Line Item 70-010-43360 was budgeted for this project at \$785,000

Recommendation: Is to accept the proposals for Base Design Tasks I & II, as well as Alt Task III (4H & Centre Intersection)

Action: Approve Task Order #12 with SMH Consultants for the Design of the Town Centre Improvements at a contract price of \$36,700 and authorize the Mayor to Sign.

AGENDA ITEM



January 30, 2023

Michael W. Spickelmier, P.E.
Public Works Director - City of Lansing
730 1st Terrace, Suite 3
Lansing, KS 66043

Dear Mr. Spickelmier:

This fee proposal is for Task Order #12 – Centre Drive Improvements of the 5-Year On-Call Services Agreement between the City of Lansing and SMH Consultants. SMH's services related to this task will be limited to Project Management, Civil Street Improvements and contracting electrical services. **Task Order #12 can be completed for a lump sum fee of \$36,700.**

Task I - Civil Construction Documents	\$12,900
Task II - Electrical Construction Documents	\$13,700
Alt. Task III - Centre Drive & 4-H Intersection Improvements	\$10,100
Total	\$36,700

Included in this proposal is Alternative Task III. This alternate is for the additional design of intersection improvement to allow for easier mobility for larger semi-trucks. This task will be decided by the owner whether it is included in the contract.

An estimated scope of professional services, that details the professional services proposed, is included with this proposal. SMH proposes to begin this work 15-30 working days after a notice to proceed is issued.

If you find the terms and conditions of this work to be acceptable, please sign below and return a copy of this agreement. If you have any questions regarding this work, I can be reached by email at bgasper@smhconsultants.com or by phone at 913-444-9615.

Sincerely,

Ben Gasper, P.E.
SMH Consultants

Signature

Printed Name

Title

Company Name

City of Lansing – 5-Year On-Call Services Agreement
Task Order #12 – Centre Drive Improvements
Prepared: January 30, 2023

SMH Consultants (SMH) will perform the following tasks for the City of Lansing:

Task I – Civil Construction Documents

1. Project Management and Administration of the inhouse design, coordination, and implementation of the task. This task includes management of internal and external staff in regards to project invoicing, design, coordination, contract compliance, and other items necessary to complete the design of the proposed improvements.
2. Utility Coordination with utility companies and public works to address any potential conflicts between the proposed improvements and the existing utilities in the area.
3. Utilize Drone Survey to produce aerial photography and LiDAR based 1-foot contours showing 3000 LF of Center Drive, beginning from 4-H Road, north to West Mary Street. This will be converted and utilized to create a CAD drawing with existing linework for the project.
4. Title sheet with project disclaimers, notes, index, appropriate signature blocks and other requirements as required by the City of Lansing.
5. General Notes sheet to include general notes related to the project's construction, quantities, utility company contact information, owner information, and designer information.
6. Centre Drive Pavement Removal Plan depicting the removal of existing pavement, medians, curb & gutter, sidewalk, and any additional removal of existing infrastructure.
7. Centre Drive Pavement Plan depicting proposed improvements, lot lines, easements, ROW, and proposed utilities. This will also include Permanent Traffic Control Plan to conform to City of Lansing Standards.
8. Pavement, Permanent Traffic Control, and miscellaneous details necessary for construction of the project.
9. Provide updated Semi Truck Turning Analysis based on proposed design.
10. Submittal of field and office check construction documents for review by the City of Lansing. This task also includes addressing any modifications to the plans required as a result of the field and office check review by the City of Lansing.

11. Quality Control and Quality Assurance of all analysis, concepts, and cost estimates prior to submittal to the City of Lansing. This task will involve detailed review by the project manager and an overview of the design by an in-house independent reviewer.

Task II – Electrical Construction Documents

1. SMH proposed to outsource this task to Orazem & Scalora Engineering, P.A. (OSE). OSE shall provide electrical design documents depicting photometrics, location of proposed electrical lines and proposed street lights. See other firm's Scope of services for entire scope.

Alternate Task III – Centre Drive & 4-H Intersection Improvements

Alternate Task III shall provide Centre Drive & 4-H Intersection Improvements to allow for improved semi-truck turning mobility into and out of the existing subdivision.

1. Project Management & Coordination of the inhouse design, coordination, and implementation of the project.
2. Collect Additional field survey of existing intersection, utilities, and stormwater structures and ditches.
3. Intersection Site Plan depicting proposed improvements, lot lines, easements, ROW, and proposed utilities. This will also include Permanent Traffic Control Plan to conform to City of Lansing Standards.
4. Sidewalk configuration and design, including removal and replacement of ADA ramps.
5. Stormwater Culvert design and analysis to satisfy the City of Lansing's Design Criteria for Storm Drainage Facilities for a drainage culvert for the Centre Drive entrance off 4-H Road.
6. Grading Plan & Intersection Geometrics depicting the horizontal & vertical grading points of the intersection improvements.
7. Sidewalk, Permanent Traffic Control, Storm, and miscellaneous details necessary for construction of the project.
8. Provide updated Semi Truck Turning Analysis based on proposed design.
9. Quality Control and Quality Assurance of all analysis, concepts, and cost estimates prior to submittal to the City of Lansing. This task will involve detailed review by the project manager and an overview of the design by an in-house independent reviewer.

Services not Rendered by SMH but May be Required for the Construction Documents





1. Structural design services including the structural design of retaining walls, pole structures, or any other related structural design.
2. Environmental assessment.
3. Geotechnical investigation services.
4. Construction inspection services.
5. Construction staking services, outside of lot corners and utilities.
6. Right of Way acquisition services.
7. As-Built Services
8. All other services not identified in the above scope of services.

Notes:

1. Any services not identified in the fore mentioned scope of services requested by the City of Lansing will be provided or negotiated at 2020 hourly rates. As the need for additional services beyond this current scope of work arises a separate scope of work and fee will be developed for approval by the client and presented as “Additional Work”.
2. All designs shall be provided on SMH title block and provided in PDF format.



Legend

-  Pedestal Lights - 14
-  Control Box Locations - 2
-  Centre Dr. Light Poles - 35
-  Centre Dr. Islands - 17,507 sq.ft.

Centre Drive Light Pole Locations

0 275 550
Feet

1 inch = 275 feet

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
 FROM: Tim Vandall, City Administrator
 DATE: January 26, 2023
 SUBJECT: Regional Resource Sharing Agreement & Resolution

Explanation: The Mid America Regional Council (MARC) strives to create consistency and update mutual aid efforts in the Kansas City Region. The Regional Resource Sharing Agreement outlines this policy.

Policy Consideration: It is worth noting that this agreement does not require the City to render aid if we are unable to render aid to any other entity (Page 6, Article 7, Section 4).

Financial Consideration: Reimbursement is outside the scope of this document (Page 7, Article 10). Items pertaining to reimbursement and payment will be discussed should the need arise and be left to the two parties giving and receiving aid.

Action: Approval of Resolution and Regional Resource Sharing Agreement.

Resolution No: B-1-2023

A RESOLUTION APPROVING PARTICIPATION WITH THE REGIONAL RESOURCE SHARING AGREEMENT.

WHEREAS, the Regional Resource Sharing Agreement was developed by a workgroup of Emergency Managers, approved by the Regional Homeland Security Coordinating Council and the MARC Board of Directors to provide a document intended for all jurisdictions in the MARC region willing to share resources with other jurisdictions; and,

WHEREAS, the Regional Resource Sharing Agreement was developed to serve as a safety net mutual aid agreement to fill in the gaps between the various, typical mutual aid agreements which serve law enforcement, fire service etc.; and,

WHEREAS, the Regional Resource Sharing Agreement will strengthen the current mutual aid agreements by establishing a basic understanding regarding liability issues and procedures; and,

WHEREAS, the Regional Resource Sharing Agreement will clarify in writing the typical handshake agreement that jurisdictions have often relied upon when requesting and sharing resources; and,

WHEREAS, the Regional Resource Sharing Agreement provides an understanding of which jurisdictions are willing to participate in a sharing agreement to support the requests of other jurisdictions to meet their needs; and,

WHEREAS, the concept of the Regional Resource Sharing Agreement is considered a best practice by the Federal Emergency Management Agency (FEMA).

NOW, THEREFORE BE IT RESOLVED BY Anthony R McNeill, Mayor of Lansing, Kansas TO BECOME A PARTICIPANT WITH THE REGIONAL RESOURCE SHARING AGREEMENT AS OF February 2nd, 2023.

Anthony R. McNeill, Mayor

[SEAL]

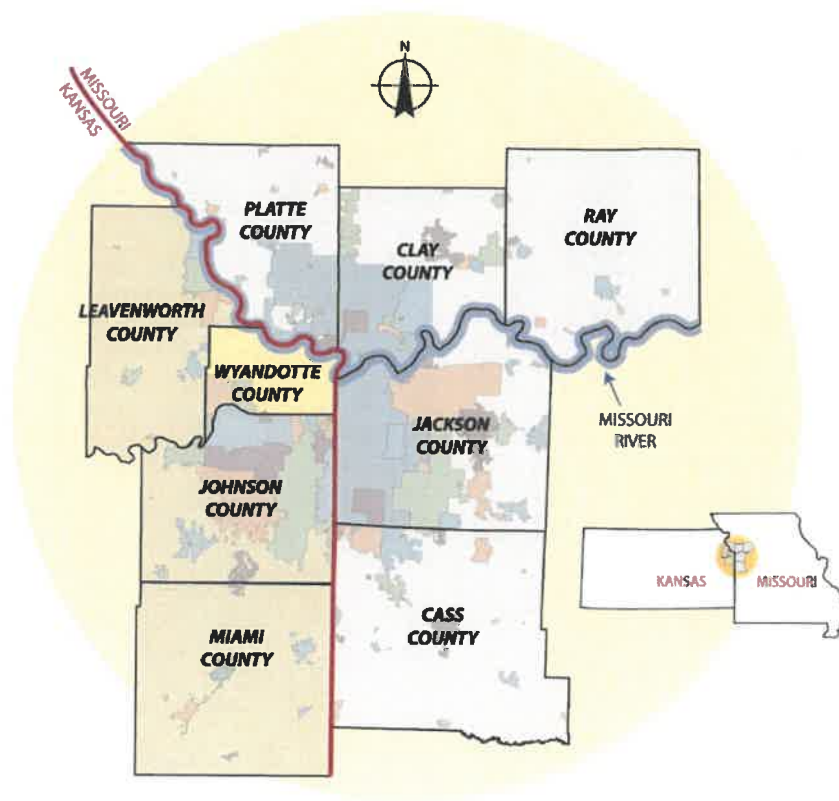
Tish Sims, CMC, City Clerk



Greater Kansas City

Regional Resource Sharing Agreement

for Emergency Response and Recovery





Greater Kansas City Regional Resource Sharing Agreement

Preamble

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

Article I: Purpose and Scope

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. **NON-EXPIRING** – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

Article IV: Definitions

Assisting Jurisdiction: A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Authorized Representative: The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

Emergency Management Agency: The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

Emergency or Disaster: Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

Personnel Licensure Compact: A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

Requesting Jurisdiction: A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Special District: A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
 - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

Download: [ICS 213 RR Modified Resource Request Form](#)

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

Signatory:

Name, Title

Date

Organization
Address
City, State, Zip

Official Notices:

For: [Organization]

[Name]
[Title]
Email: []

For Legal Notices – Email as above with
paper copy mailed to:

[Organization]
ATTN: [Legal Point of Contact]
[Address]
[City, State, Zip]

For: Mid-America Regional Council

Erin Lynch, Emergency Services and
Homeland Security Program Director
Email: elynch@marc.org

For Legal Notices – Email as above with
paper copy mailed to:

Mid-America Regional Council
ATTN: Erin Lynch
600 Broadway Blvd #200
Kansas City, MO 64105

Appendix A: Authorities and References

Level of Gov.	Document	Citation/Statute	Authority/ Responsibility
Federal	Stafford Act	44 CFR Section 206	DHS/FEMA – emergency response
Federal	Executive Order 12148	44 Fed. Reg. 43239	DHS/FEMA - preparedness/response
Federal	Presidential Policy Directive 8 (FEMA Implementation)	Presidential Policy Directive PPD 8	DHS/FEMA – national preparedness
Federal	Presidential Policy Directive 21 (FEMA Implementation)	Presidential Policy Directive PPD 21	DHS public health and medical
Federal	Emergency Management Assistance Compact	Public Law 104-321	FEMA/State mutual aid
Federal	National Emergencies Act	Public Law 94-412, 90 Stat. 1255	Executive Branch – Presidential Declaration
Federal	Pandemic and All Hazards Preparedness Act	Public Law No. 109-417	HHS/CDC – public health preparedness and response
Federal	Public Health Service Act	Public Law 78-410	HHS – public health emergency declaration
Federal	Public Readiness and Emergency Preparedness Act		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	NIMS		DHS/FEMA – incident command system
Federal	National Response Framework, Third Edition		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes 48-950-958	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS 12 -16,117,	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS 12-2904	Public agencies
State	Kansas Mutual Aid	KS 80-1517	Fire (ESF 4)
State	Kansas Mutual Aid	KS 65-6158	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS 48-3602	Law Enforcement
State	Missouri Mutual Aid	MO 44.415	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO 44.098	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO 190.107 MO 190.900 - 939	EMS/ambulance
State	Kansas EMS	KS 65-6158	EMS/ambulance
State	Kansas Wildfire	KS 31-801	Forest Fire preservation
State	Missouri Mutual Aid	MO 320.090	Fire
State	Kansas EM Compact	KS 48-9a01	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO 44.095	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO 44-090 MO 44-105 MO 44-045 MO 70.815-837	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	EMS Compact	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	Nurse Licensure Compact	Nurse reciprocal recognition of license

Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
 - (1) The county emergency operations plan;
 - (2) Other county resolutions or any existing interlocal agreement;
 - (3) Automatic aid;
 - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: January 30, 2023
SUBJECT: Executive Session – Consultation with Attorney

Executive Session will be called for consultation with Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for a period of 45 minutes.

AGENDA ITEM



City of Lansing
800 First Terrace
Lansing, Kansas 66043

City Administrator's Report
February 2, 2023

Agenda Items:

As discussed at the January 26th work session, the contract for engineering services for the Centre Drive islands and lights is on the agenda. The base design totals \$26,600 for civil and electrical construction documents pertaining directly to Centre Drive. At the work session we also discussed potentially including an alternate to widen the 4H/Centre Drive intersection, which would add \$10,100 in engineering to the project, for a total of \$36,700. Funds for the design and \$785,000 toward construction were included last summer in the 2023 budget process.

Resolution B-1-2023 is a document approving our participation in the Regional Resource Sharing Agreement. The Mid America Regional Council (MARC) reached out to all cities in the Kansas City metropolitan area encouraging cities to review and approve the RRSA to ensure consistency amongst jurisdictions in the region. This document does not require the City to participate or render aid to any other entity if we are unable.

An executive session for attorney client privilege is on the agenda for Thursday evening.

Public Works:

The K7/Eisenhower project is near completion. Temporary paving during the winter months was approved by KDOT, but we are working with the subcontractor to ensure the temporary paving estimate is reasonable. Once complete, temporary lane lines can be installed. We expect this project to be wrapped up in the spring once the final asphalt application is complete. All businesses have had access throughout the entire project. The intersection will be safer and more efficient once complete.

The repair work on the northern Town Center detention pond was completed on January 13th. We are holding 5% retainage until the grass seed is established.

Clearwave Fiber has been issued 14 permits within Lansing, and an additional four KDOT permits to conduct work in the right-of-way. Clearwave is in the process of planting grass in some areas, with additional seeding likely to take place over the next couple of months. AT&T has been issued six permits, and one KDOT permit to work in the right-of-way. AT&T will likely continue working in Lansing in 2023 and perhaps beyond. AT&T has also stated they will cease installation of the above ground utility boxes in front yards but may still install in rear utility easements. Moving forward, AT&T will utilize at-grade utility boxes, also known as flowerpots. No permits will be released from bonds until soil restoration has been accepted.

Work is scheduled to begin on the Southfork pipe repair in January 2023, with completion tentatively scheduled for May 2023. We are also hopeful to have completed plans for the



City of Lansing
800 First Terrace
Lansing, Kansas 66043

drainage pipes along 4H and Valley Drive (near Stonecrest) later this year. We are anticipating discussing drainage projects at the February work session.

The City is again working with KDOT to replace the plain green signage along K7 with wayfinding signs directing drivers to City Hall, the library, Lansing High School, etc.

The consultant for the countywide transportation study will host an open house in the Community Center at 5pm on April 6th; following the open house, they will attend that evening's City Council meeting to update the governing body on their progress.

Community & Economic Development:

Family Eye Care opened last week! Congratulations to the Family Eye Care team. Be sure to check them out!

We anticipate demolition of the former ShoeBox building at the corner of Eisenhower/K7 to begin shortly. Once demolition is complete, construction of Take5 Oil Change will begin. We also expect the dental clinic approved by the Planning Commission in the summer of 2023 to begin dirt work very soon.

Work continues on the townhomes at Fairlane and Santa Fe. The completion date for the 14-unit townhome complex is tentatively scheduled for the summer of 2023.

Review of a small four lot subdivision is on the Planning Commission agenda for February 15th.

YTD Sales Tax Update:

	2022 YTD	2023 YTD	Difference
Local Sales & Use Tax (1.45%)	\$168,256	\$185,536	\$17,280, 10.27 %
County Sales Tax	\$81,575	\$80,822	-\$753, -.9%
County Use Tax	\$33,005	\$33,081	\$76, .23%
Guest Tax	\$21,421	\$29,980	\$8,559, 36.96%

The .45% sales tax generated \$57,616 in the first month of 2023, on pace for \$691,392. The 2022 debt payment for DeSoto Road was \$389,475, leaving \$301,917 toward park improvements this year. The new special sales tax for the pool would begin July 1, 2023.

Wastewater:

The City Council approved staff to advertise the Town Centre Sewer Replacement project for bids in the fall of 2023. All of the temporary and permanent easements for the project have been signed. 100% plans, specifications, and permitting are complete. The latest engineer estimate for construction is \$900,000.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

The issue with the phantom gas line near the proposed sewer line along McIntyre has been solved. What was believed to be a gas line was misidentified by a subcontractor of the engineer. The City hired a local contractor to dig up the area where the supposed gas line was identified. Upon completion of open digging in the area, it was determined there is NOT a gas line in the project corridor in conflict with the new sewer line. The locate crew assumed the object they observed was a large gas main; however, it turned out to be plywood sheeting used to cap the end of the sanitary sewer road casing. The City will be reimbursed approximately \$6,000 for extra work encumbered due to the misidentification. 90% plans of the McIntyre sewer line have been reviewed by staff and returned to design engineer. The next step for the project is to acquire easements or permission from landowners to perform geotechnical work and a tree survey to refine the cost estimate. The tree survey is scheduled to begin February 6th. The project will extend sewers to McIntyre Road and include the installation of nearly 9,500' of pipe.

Library:

The library is starting off the year with the launch of an "All-In-One" library app called myLIBRO. This enhancement is expected to aid our patrons in using library services and have access to the library's activities calendar. They will be able to receive notifications straight to their devices when they have items waiting, schedule curbside pick-ups for items that are ready to be picked up, renew items, and place holds through the app, and so much more. We will hold myLIBRO trainings to acquaint patrons with the new app in during the 2nd week of January.

Meetings & Announcements:

The City currently has an opening on the Parks & Recreation Advisory Board and multiple openings on the Building Trade Board of Appeals and Plumbing Trade Board of Appeals.

The City currently has openings for Police Officer I/II, and Parks & Recreation Laborer.

- | | |
|--|--|
| • Thursday, February 2 nd | City Council Meeting, 7:00pm, City Hall |
| • Wednesday, February 15 th | Planning Commission Meeting, 7:00pm, City Hall |
| • Thursday, February 16 th | City Council Meeting, 7:00pm, City Hall |
| • Monday, February 20 th | President's Day Holiday, City Offices Closed |
| • Thursday, February 23 rd | City Council Work Session, 7:00pm, City Hall |
| | ▪ Drainage Projects |
| • Thursday, March 2 nd | City Council Meeting, 7:00pm, City Hall |

Sincerely,

Tim Vandall