
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

NEW BUSINESS

- [2.](#) Public Hearing on and Consideration of the Amended 2022 Budget
- [3.](#) Approval of Ordinance No. 1092
- [4.](#) Approval of Ordinance No 1093
- [5.](#) CMB License Renewal
- [6.](#) Addendum to American Rescue Plan Public Private Partnership Policy
- [7.](#) Authorization to Bid Town Centre Sewer Improvement Project
- [8.](#) Resolution No. B-10-2022 - A Resolution waiving the requirements of K.S.A. 75-1120a(a) as they apply to the city of Lansing for the year ended December 31, 2022
- [9.](#) Notice of Intent to Terminate Interlocal Agreement
- [10.](#) Appointment of Public Defender

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

- [11.](#) Fleet Reports
- [12.](#) 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.

CITY OF LANSING

CITY COUNCIL MEETING

MEETING MINUTES
December 1, 2022

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 and Marcus Majure

Ward 3: Kerry Brungardt and Jesse Garvey

Ward 4: Dan Clemons and Gregg Buehler

Absent: Dave Trinkle

OLD BUSINESS:

Approval of Minutes of the Regular Meeting of November 17, 2022, as presented.

Councilmember Buehler made a motion to approve Regular Meeting Minutes of November 17, 2022, as presented. Councilmember Kirby seconded the motion. No discussion took place. **Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons, Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.**

Audience Participation: None.

Presentations: None.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Appointments to the Parks and Recreation Advisory Board

After advertising the 6 open positions, 4 current members of the PRAB, whose terms expire at the end of this year applied. The Lansing Parks and Recreation Advisory Board met on November 10th, reviewed the applications, and recommended appointing the 4 applicants.

Councilmember Buehler made a motion to appoint Kevin Gardner, Gahvin Frey, Eric Caldwell, and Norine Lauhon to the Lansing Parks and Recreation Advisory Board for a term ending December 31, 2024. Councilmember Clemons seconded the motion. Councilmember Garvey asked for clarification from the City Administrator Tim Vandall and Director of Parks and Recreation Jason Crum regarding advertisement for the positions. Mr. Crum and Mr. Vandall explained that it is advertised on the E-sign and City website. **Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons, Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.**

Appointments to the Tree Board

The three current members whose terms are expiring December 31, 2022 submitted applications to serve another 3 year term. These openings were advertised to the public. The Tree Board met on November 10th and reviewed the applications. The Tree Board recommends the re-appointment of the applicants.

Councilmember Brungardt made a motion to appoint Bethany Magee, Dale Eikmeier, and Kevin Gardner to the Tree Board for a term ending December 31, 2025. Councilmember Clemons seconded the motion. Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons,

Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.

Request for Cereal Malt Beverage License Renewals

Each year the businesses that hold a CMB License must be renewed by the city and the State. The required reviewing of the applications has been done, there are no changes to the applications from previous years. The Licensing fee and Kansas State Stamp Tax have been paid for 2023.

Councilmember Kirby made a motion to approve the Cereal Malt Beverage License renewals for GMRG ACQ 1 LLC dba Pizza Hut at 407 North Main Street, Lansing Quike Stop at 601 South Main Street, QuikTrip #188 at 1205 North Main Street, Shree Nivas Inc. dba Finish Line at 506 North Main Street, and Truman Town LLC dba Woody's Gas Express at 109 4-H Road. Councilmember Garvey seconded the motion. Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons, Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.

Executive Session for Economic Development

Councilmember Kirby made a motion to go into Executive Session for the preliminary discussion of Economic Development activities, K.S.A. 75-4319(b)(4) for 30 minutes, beginning at 7:05 PM and returning to the Council Chambers at 7:35 PM and to include City Council, City Administrator, City Attorney, CED Director Schmitz, Rick Hurst, English Pope and Jeff Beckler. Councilmember Garvey seconded the motion. Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons, Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.

Councilmember Buehler made a motion to return to Open Session at 7:35 PM. Councilmember Kirby seconded the motion. No binding action was taken. Roll Call Vote: Aye: Councilmembers Garvey, Buehler, Clemons, Brungardt, Studnicka, Kirby, and Majure Nay: none; Abstain: none; Absent: Councilmember Trinkle. The motion was approved.

REPORTS:

Department Heads: Director of Economic Development briefed the council regarding plans for the city's Fourth of July celebration for 2023. Council agreed that the proposed date would be July 1, 2023. Discussion continued regarding the location and logistics of the celebration. City Administrator, CED Director, and the council agreed to further discuss the location at a later date.

City Attorney: Nothing to discuss.

City Administrator: Stated that the asphalt factory will be shutting down in the next few weeks. The intersection project at Eisenhower and K-7 will not be completed by the end of the year. The contractor is working hard to get all the lanes open. It should accommodate the full flow of traffic through the winter months, but there will be a 1 to 1½ inch bump where the final layer of asphalt would go. Councilmember Garvey asked for clarification about the island in front of Tractor Supply. The City Administrator also stated that he is looking to update the ARPA policy from February 2022. He and the Director of CED were approached about using the funds for commercial projects. A commercial sewer project would be between \$80-100,000 using the federal funds provided through ARPA. An addendum will be put before the council at the next meeting regarding the ARPA policy from February that would accommodate commercial and industrial projects. There are already projects that would benefit from

the funds. After the last work session, he was looking at the timeline for the interlocal agreement. He has reached out to some of the partners, some members of the board, and some people from Delaware Township stating that we will be re-issuing the notice just to begin the discussions. The council had stated that any discussion needed to be deliberate and thoughtful. The City Administrator proposed any transaction would take place in 2026. This would give everyone three years to consider the transaction. The responses have been thoughtful. In order to bring everyone to the table, the city would need to re-issue that notice. We are looking at December 15, 2022, to potentially re-issue the notice to get those discussions going again. We can also rescind the notice. Discussion continued by the council and City Administrator regarding the timeline for the interlocal agreement. The City Administrator stated that if we do not re-issue the notice, we can be ignored.

Governing Body:

Councilmember Garvey: Nothing to add.

Councilmember Buehler: On this day in history, December 1, 1913, the Ford Motor Company introduced the first moving assembly line to the world.

Councilmember Clemons: As a representative for Leavenworth County Port Authority, he's heard some announcements that they will be looking for new industrial parks because the ones they have now are projected to be full in three or four years. At the next meeting of the Port Authority, on December 13, he will ask that they put together a site committee to look at possible locations for new industrial parks.

Councilmember Brungardt: Nothing to add.

Councilmember Studnicka: Nothing to add.

Councilmember Kirby: Nothing to add.

Councilmember Majure: Recognized and thanked the volunteers for the Parks and Recreation and Tree Boards.

ADJOURNMENT:

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

The meeting was adjourned at 7:54 p.m.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: December 7, 2022
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of December 1, 2022 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of December 1, 2022, as presented.

AGENDA ITEM

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Elizabeth Sanford, Finance Director
DATE: December 8, 2022
SUBJECT: Public Hearing on and Consideration of the Amended 2022 Budget

The Capital Improvements Fund requires an amendment to the 2022 Budget. The biggest change to this budget is for the K7 & Eisenhower Project expense line. There were some unanticipated delays with this project that have extended the timeline into 2023. Additionally, KDOT reimbursements that offset the expenses are typically received thirty to forty-five days after billing. This will result in invoices that are paid by the city in 2022 not being reimbursed by KDOT until 2023.

The final payment to KDOT for the DeSoto Road Project was also paid in 2022.

Minor adjustments were made to other expense line items to reflect actual expenditures.

Action:

Staff recommends that the Council open, hold, and close the public hearing on the Amended 2022 Budget and make a motion to adopt the same as presented.

AGENDA ITEM

**Amended
Certificate
For Calendar Year 2022**

			2022 Amended Budget		
			Amount of 2021 Tax that was Levied	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Table of Contents:			Page No.		
Fund	K.S.A.				
Capital Improvement				1,510,000	2,219,135
Totals		xxxxxxxx	0	1,510,000	2,219,135
Summary of Amendments		3			

Governing Body

1

City of Lansing

2022

Adopted Budget

Capital Improvement	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	543,105	965,724
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Reimbursed Expenses	0	830,000
Transfer from General Fund	940,000	940,000
Federal Funds Exchange	115,000	142,806
Interest on Idle Funds	10	250
Total Receipts	1,055,010	1,913,056
Resources Available:	1,598,115	2,878,780
Expenditures:		
Drainage Maintenance	40,000	40,000
K7 & Eisenhower Project	250,000	1,073,000
Street Contract	750,000	771,000
Sidewalk Construction	20,000	22,125
Curb Replacement	25,000	25,000
Drainage Contract	100,000	100,000
Bridge Maintenance	25,000	5,000
DeSoto Rd Project	0	183,010
Cash forward	300,000	
Total Expenditures	1,510,000	2,219,135
Unencumbered Cash Balance December 31	88,115	659,645

CPA Summary

2022

**Notice of Budget Hearing for Amending the
2022 Budget**

The governing body of

City of Lansing

will meet on the day of December 15, 2022 at 7:00 p.m. at Lansing City Hall, 800 1st Terrace, Lansing, KS 66043 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Lansing City Hall, 800 1st Terrace, Lansing, KS 66043
and will be available at this hearing.

Summary of Amendments

Fund	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Capital Improvement			1,510,000	2,219,135
			0	0
			0	0
			0	0
			0	0
			0	0

Elizabeth Sanford
Official Title: Finance Director

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: November 29, 2022
SUBJECT: Ordinance No. 1092 – Ward Boundaries

Ordinance No. 1092 establishes Wards 1 through 4 boundaries and precincts to take effect January 1, 2023, after publication in the Leavenworth Times. Attachment A illustrates the City boundaries and current population estimates.

Policy Consideration: N/A

Financial Consideration: N/A

Action: Staff recommends a motion to approve Ordinance No. 1092 establishing Wards 1 through 4 boundaries as presented.

AGENDA ITEM

ORDINANCE NO. 1092

**AN ORDINANCE DECLARING AND ESTABLISHING WARD
BOUNDARIES WITHIN THE CITY OF LANSING, KANSAS;
AMENDING AND REPEALING EXISTING ORDINANCES OF THE
CITY OF LANSING, KANSAS IN CONFLICT HEREWITH.**

WHEREAS, the Governing Body of the City of Lansing, Kansas, (“City”), pursuant to K.S.A. 14-207, deems it necessary to rearrange the Wards 1 through 4 boundaries.

WHEREAS, any annexed land should be placed in an appropriate ward or wards of the city.

WHEREAS, that with the creation of new ward boundaries and precincts it equalizes the population within each of the four wards and becomes effective on the 1st day of December, 2012.

NOW, THEREFORE, Be it ordained by the Governing Body of the City of Lansing of the State of Kansas that:

SECTION 1. The Governing Body of the City of Lansing, Kansas, (“City”), pursuant to K.S.A. 14-207, deems it necessary to rearrange the Wards 1 through 4 boundaries.

SECTION 2. Attachment “A” illustrates the new Ward boundaries and precincts.

SECTION 3. Consistency. All Ordinances or parts of Ordinances in force at the time that this Ordinance shall take effect and inconsistent herewith are hereby repealed.

SECTION 4. Effective Date. That this ordinance shall take effect and be in force from and after its approval, passage, and publication in the official city newspaper as provided by law.

PASSED AND APPROVED by the Governing Body of the City of Lansing, Kansas, County of Leavenworth, State of Kansas, this 15 day of December, 2022.

{SEAL}

Anthony McNeill, Mayor

Attest:

Tish Sims, City Clerk

APPROVED AS TO FORM:

Gregory Robinson, City Attorney

Published: *Leavenworth Times*
Date Published: _____

CITY OF LANSING FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 1092: An Ordinance Declaring and Establishing Ward Boundaries within the City of Lansing, Kansas; Amending and Repealing Existing Ordinances of the City of Lansing, Kansas in Conflict Herewith.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

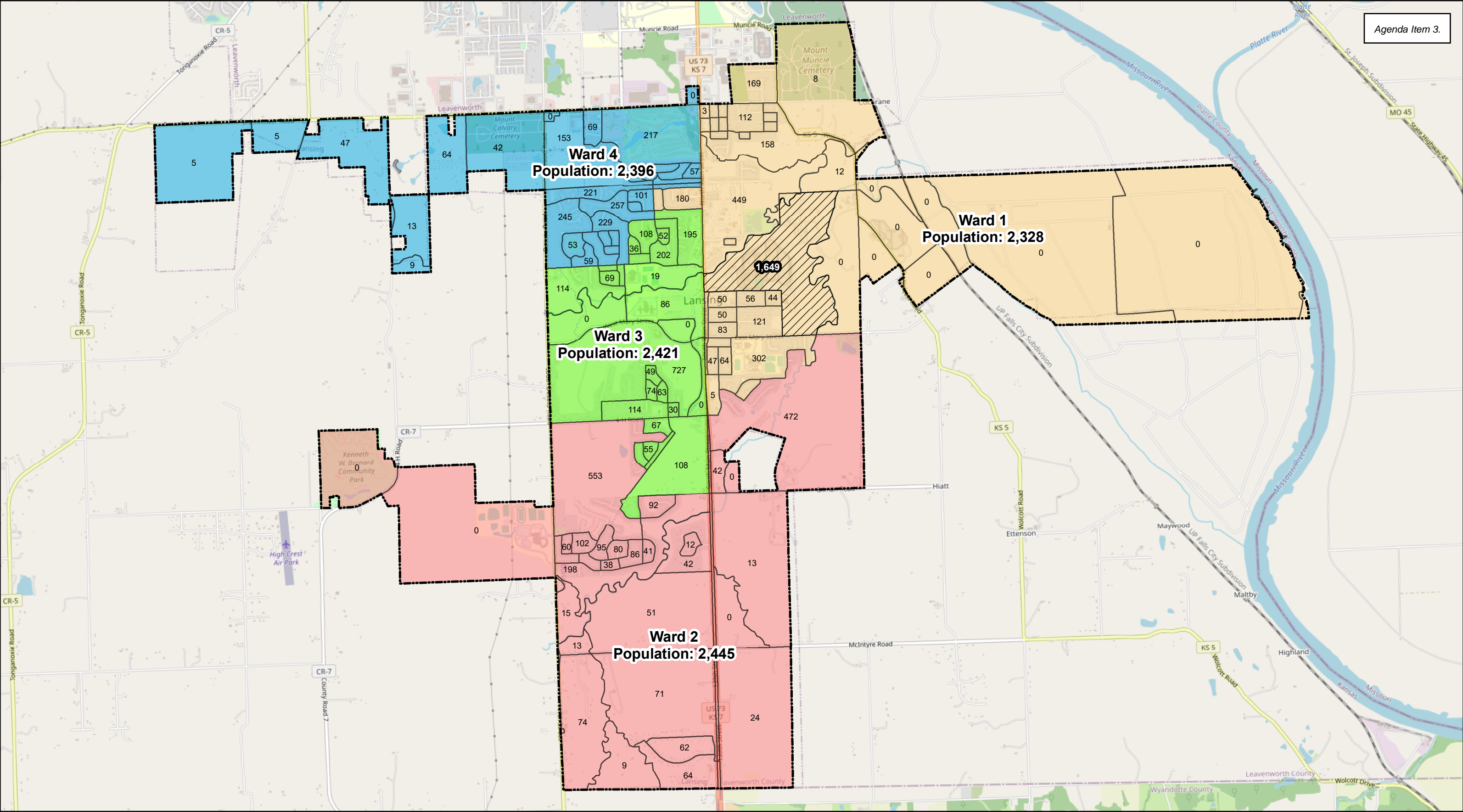
Ordinance No. 1092 Summary:

On December 15, 2022, the City of Lansing, Kansas, adopted Ordinance No. 1092, declaring, and establishing ward boundaries within the City of Lansing, Kansas. A complete copy of this ordinance is available at www.lansing.ks.us or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 15, 2022

Gregory Robinson, City Attorney

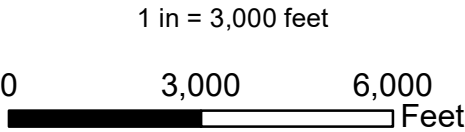


Legend

Ward

- Ward 1 - Population: 2,328
- Ward 2 - Population: 2,445
- Ward 3 - Population: 2,421
- Ward 4 - Population: 2,396
- Prison population of 1,649 was excluded from analysis during the creation of proposed ward boundaries

Proposed 2022 Lansing Ward Boundaries



AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Tish Sims, City Clerk
 DATE: November 29, 2022
 SUBJECT: Ordinance No. 1093 – General Obligation Bonds, Series 2022

Ordinance No. 1093 authorizes the levy of a 0.45 percent (0.45%) Retailers' General-Purpose Sales Tax and related matters. The Sales Tax ballot question passed by a margin of 1721 – Yes and 1698 – No.

Financial Consideration: This would raise Lansing's sales tax rate to 9.4% beginning July 1, 2023 and will sunset 20 years after. Based on the most recent projections, the city could see an additional \$500,000 to \$600,000 per year to be devoted to a municipal aquatic center. Revenues will be dedicated in a separate fund to make it easier for council and citizens to track how the dollars are spent.

Policy Consideration: Staff has discussed this with Council and citizens throughout the last several months. Although this is an increase, Lansing's sales tax rate is still lower or in line with municipalities on the Kansas side of the KC Metro

Action: To approve Ordinance No. 1093 and authorize necessary signatures.

AGENDA ITEM

ORDINANCE NO. 1093**AN ORDINANCE AUTHORIZING THE LEVY OF A 0.45 PERCENT (0.45%)
RETAILERS' GENERAL PURPOSE SALES TAX AND RELATED MATTERS.**

WHEREAS, pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended (the "Act"), the City of Lansing, Kansas (the "City") is authorized to implement a city-wide retailers' sales tax upon all retail sales within the boundaries of the City, except as specifically exempted by such legislation; and

WHEREAS, July 7, 2022, the governing body of the City adopted Resolution No. B-8-2022 (the "Resolution") submitting to the electors of the City the question of whether the City shall impose a 0.45 percent (0.45%) retailers' general purpose sales tax (the "Sales Tax"), for the purpose of financing certain recreational improvements and related items in the City, including but not limited to the construction of a recreational and aquatic facility within the City (collectively the "Project"), which shall take effect beginning on July 1, 2023, or as soon thereafter as may be permitted by the Act, and shall terminate twenty (20) years from the date the Sales Tax is first collected; and

WHEREAS, the question of imposition of the Sales Tax was submitted to the electors of the City at the general election on November 8, 2022, and at said election a majority of the electors of the City voting on that proposition voted in favor of the question; and

WHEREAS, pursuant to the provisions of the Act and the election held on November 8, 2022, the governing body deems it necessary and advisable to authorize the levy of the Sales Tax for the purposes described above.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS:

Section 1. The levy of a 0.45 percent (0.45%) general purpose city-wide retailers' sales tax and the application of the revenue received therefrom to pay for costs incurred in connection with the Project is hereby authorized, with collection of the sales tax to commence in accordance with K.S.A. 12-191, on July 1, 2023, or as soon thereafter as permitted by law, and to expire twenty (20) years from the date the Sales Tax is first collected.

Section 2. The Clerk is authorized and directed to forward a certified copy of this ordinance to the Kansas Department of Revenue, Director of Taxation, pursuant to K.S.A. 12-189 and request the implementation thereof effective on July 1, 2023.

Section 3. This ordinance shall be in full force and effect from and after its passage by the governing body of the City, approval by the Mayor and publication of the ordinance or a summary thereof once in the official City newspaper.

PASSED by the governing body of the City of Lansing, Kansas, on December 15, 2022 and
APPROVED AND SIGNED by the Mayor.

(Seal)

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

(Published in the *Leavenworth Times* on December 20, 2022)

Summary of Ordinance No. 1093

On December 15, 2022, the governing body of the City of Lansing, Kansas passed Ordinance No. 1093. The Ordinance levies a 0.45 percent (0.45%) general purpose retailers' sales tax within the City of Lansing, commencing July 1, 2023, or as soon thereafter as permitted by law. A complete text of the Ordinance may be obtained or viewed free of charge in the office of the City Clerk, 800 First Terrace, Lansing, Kansas 66043. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.lansing.ks.us.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 15, 2022.

City Attorney

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: December 9, 2022
SUBJECT: Request for Cereal Malt Beverage License Renewals

The following business has applied for renewal of their cereal malt beverage licenses.

Aldi Inc. - 1217 North Main Street

The City Clerk, Police Chief, and City Inspector of the Community & Economic Development Departments have reviewed and approved the application. The licensing fee and Kansas State Stamp Tax have been paid.

Policy Consideration: N/A

Financial Consideration: The licensing fee and Kansas State Stamp Tax have been paid.

Action: Staff recommends a motion to approve the Cereal Malt Beverage License renewals for Aldi Inc. at 1217 North Main Street

AGENDA ITEM

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: December 12, 2022
SUBJECT: American Rescue Plan Act Funds Policy

Explanation: The City Council approved a policy in February of 2022 to partner with private entities to construct public sewer lines in Lansing when they spark growth and investment. Recently, the idea of assisting with the construction of sanitary and storm sewer for commercial and industrial projects has arisen. With drastic increases in interest rates and construction costs, staff believes this policy could help existing tentative projects cross the finish line.

Since this policy is targeted toward commercial and industrial projects, it could create additional jobs, sales taxes, and property taxes in Lansing. An industrial or commercial building appraised at \$1M would generate \$9,112 per year in property taxes based on our current mill levy of 36.448, highlighting a positive return on investment once fully taxable. Additionally, the \$1M threshold ensures that this policy will assist with infrastructure for quality new construction, and not simply putting up metal buildings in an industrial area.

Policy Consideration: This policy is based on American Rescue Plan Act funds and not property tax funds. ARPA funds must be expended for projects that promote government services and cannot be utilized for private service lines. Once ARPA funds are expended, this policy would become null.

Financial Consideration: The City received \$1,812,742 in American Rescue Plan Act Funds. The lion's share of these funds thus far have gone toward improving broadband services in Lansing.

Action: Approval of American Rescue Plan Act Addendum for commercial and industrial projects.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

**Addendum to American Rescue Plan Public Private Partnership Policy
Previously Approved by Lansing City Council on February 3, 2022**

In order to promote commercial and industrial growth within Lansing, the City wishes to cooperate with private parties to assist with eligible public sanitary sewer and storm sewer infrastructure. Quality sanitary sewer infrastructure reduces the likelihood of backups or other issues on lines further downstream. Additionally, quality storm sewer infrastructure reduces the likelihood of flooding throughout Lansing. New commercial or industrial structures with an overall construction value of over \$1,000,000 on the City building permit shall be eligible to be reimbursed for public infrastructure expense.

To ensure quality sanitary sewer and storm sewer infrastructure and promote orderly commercial and industrial growth, the City agrees to:

1. Commercial/Industrial property must have an overall construction value of over \$1,000,000 and must pass the Planning Commission's sight plan procedure.
2. Reimburse up to \$40,000 of total sanitary sewer main construction cost, and \$40,000 of storm sewer infrastructure, not to exceed a total of \$80,000. This assistance can only go to offset mobilization and installation of public infrastructure costs. For instance, these cannot be internal sewer lines, but instead lines that promote public and government services.
3. The City will not issue a payment until the sewer line has been installed satisfactorily based on KDHE specifications and the City Wastewater inspector. Additionally, the foundation and framing of the commercial or industrial structure must be complete prior to payment.

This program shall cease accepting applications on December 31, 2023, or once all funds to improve sewer lines are allocated. The City reserves the right to extend the program to December 31, 2024 should funds be available.

Adopted by the City Council on this 15th day of December, 2022.

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

END OF POLICY STATEMENT

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Anthony J. Zell, Jr., Wastewater Utility Director *AJZ*
 DATE: December 8, 2022
 SUBJECT: Authorization to Advertise for Bid – Town Centre Sewer Improvement Project

The Town Centre Improvement project is ready to move into the bidding and construction phase. All regulatory approvals have been received, and staff have approved the plans. This project includes the replacement and relocation of approximately 1,000 feet of sanitary sewer between W Kay and West Kansas St adjacent to Town Centre Drive.

As of the date of this memo, one property still needs to be acquired, however, the property owner is in the final stages of purchasing the property and has verbally approved the easement request.

The project will take approximately 120 days for substantial completion. The engineering estimate for this project is \$950,000 and the project will be funded with the utility's capital reserve.

The projected timeline for the project is:

- | | |
|----------------------|-----------------------------------|
| • Advertise for Bids | Week of December 19 th |
| • Bid Opening | January 18 th |
| • Council Approval | February 2, 2023 |
| • Notice to Proceed | February 3, 2023 |

Policy Consideration: N/A

Financial Consideration: Funds for the project are available in the Utility's reserves.

Action: A motion to authorize staff to advertise bids for the Town Centre Sewer Improvement project.

AGENDA ITEM

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Elizabeth Sanford, Finance Director
DATE: November 23, 2022
SUBJECT: Resolution No. B-10-2022 – A Resolution authorizing staff to waive the requirements of K.S.A. 75-1120a(a) as they apply to the city of Lansing for the year ended December 31, 2022.

Currently, the city's financial statements are prepared on a budgetary basis throughout the year, with year-end adjustments made to comply with Generally Accepted Accounting Principles (GAAP). The auditors make many of the year-end adjustments as part of the audit process. Recently, the Governmental Accounting Standards Board (GASB) has issued several pronouncements which have added additional reporting requirements for financial reporting, and emphasis on in-house preparation of adjustments and GAAP financial statements rather than by auditors.

GAAP basis financial statements are difficult to read and interpret for those who do not have a financial background. In the state of Kansas, it is permissible to prepare financial statements using the Kansas Municipal Audit and Accounting Guide (KMAAG) or cash basis of accounting. This aligns the audited financial statements more closely with the financial statements used throughout the year. Less staff time would be spent preparing schedules and adjustments to produce financial statements that show information which is not often used by those viewing the statements.

City staff consulted with the City's bond counsel and financial advisors to ensure there would be no adverse impact on the city's bond rating. While Moody's currently has language under review regarding municipalities not in conformance with GAAP, the city's financial advisor anticipates that the impact would be very minimal. Staff has also been in contact with other cities who have also elected to waive GAAP or who are currently in the process of waiving GAAP.

Action:

Staff recommends that the Council approve Resolution No. B-10-2022.

AGENDA ITEM

RESOLUTION NO. B-10-2022

A RESOLUTION AUTHORIZING CITY STAFF TO WAIVE THE REQUIREMENTS OF K.S.A. 75-1120a(a) AS THEY APPLY TO THE CITY OF LANSING, KANSAS FOR THE YEAR ENDING DECEMBER 31, 2022.

WHEREAS, the City of Lansing, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2022 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the city of Lansing and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of city of Lansing, Kansas, in regular meeting duly assembled this 15th day of December 2022 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the city of Lansing for the year ended December 31, 2022.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the city of Lansing to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED and **APPROVED** by the Governing Body of the city of Lansing on this 15th day of December 2022.

Anthony McNeill, Mayor

(SEAL)

ATTEST:

Tish Sims, City Clerk

:

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: December 12, 2022
SUBJECT: Notice of Intent to Terminate Interlocal Agreement

Explanation: The City Council went over the recent Kansas Supreme Court ruling at the October 27th work session. The City discussed a desire to have conversations with partner entities of the interlocal agreement, as well as a desire to not have the interlocal agreement automatically renew for four additional years. Based on these discussions, staff have reached out to members of the Fire District 1 Board, Delaware Township, and our representative to the County Commission. Based on the Council's comments to be thoughtful, purposeful, and deliberate in these discussions, our discussions have revolved around a transition in 2026, a full 7.5 years after the initial notice. The City remains consistently impressed with the first responders of Fire District One and hears nothing but positive reviews on responding to accidents or to the scenes of fires.

Policy Consideration: Per Judge King's ruling in 2020, the City can rescind its notice of intent to terminate the ILA. If our conversations with partner organizations result in positive and meaningful changes the City can rescind its notice of intent to terminate the ILA.

Financial Consideration: The City worked on preliminary budget estimates three years ago, but it was challenging since we were ignored by every other party to the agreement. By issuing the notice of intent to terminate, we can begin the process of reviewing and potentially allocating assets. Once this is complete, the City would have a better idea of the financial implications and what equipment would need to be purchased.

The City currently encompasses 63.3% of FD1's valuation. Based on the City's valuation and the amount of motor vehicle taxes from FD1, we would anticipate our 63.3% to generate \$974,357 in property taxes and at least \$106,788 in motor vehicle taxes. The City desires to continue a cooperative relationship with one or both current partners in FD1. FD1 also has \$790,406 in reserves per their 2021 audit. FD1 currently has a lease payment of \$113,799 scheduled for 2023, which then decreases to \$60,849 for 2024-2026.

Action: Approval of the notice of intent to terminate the interlocal agreement dated June 26, 2003.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Re: Notice of Intent to Terminate AN INTERLOCAL COOPERATION AGREEMENT FOR THE ESTABLISHMENT OF A JOINT BOARD, A FIRE DISTRICT BOARD OF TRUSTEES AND THE FUNDING AND OPERATION OF FIRE DISTRICT NO. 1, COUNTY OF LEAVENWORTH, KANSAS (the "Agreement") in accordance with Paragraphs 2 and 10(b) of the Agreement, to be effective at the end of the existing term of the Agreement in June 26, 2024.

On December 15, 2022, the Lansing City Council approved a motion directing the City of Lansing to provide this notice of its intent to terminate the referenced Agreement, with termination to be effective in June 26, 2024, at the end of the existing term of the Agreement. As Mayor of Lansing, I am sending this notice of intent to the members of the Fire District 1 ("FD1") Board of Trustees as well as the parties to the referenced Agreement. Please consider this letter to be Lansing's notice of intent to terminate, as contemplated by the Agreement at paragraphs 10(b) and 2.

As I have previously advised, this notice should not be taken as a criticism of the service provided by FD1. There are several reasons for Lansing's termination of the Agreement, and its anticipated withdrawal from FD1, including giving Lansing citizens more local control over their fire protection services, and to similarly localize the cost to finance such protection. Municipal management and finance of fire protection services is typical for cities of Lansing's size.

Lansing also believes that moving to a municipal fire protection model will increase efficiency by providing centralized authority over all of Lansing's first response services so that inspections, personnel allocation, staffing, and organizational cooperation with other first responders, including municipal police, can be accomplished through the policy choices of one organizational body.

In addition to serving and being more responsive to Lansing residents' needs, the City is confident its fire department will be able to provide effective fire protection to High Prairie and Delaware Townships, should they desire to enter into a new agreement that would continue our communities' history of shared fire protection services, on a temporary or permanent basis.

Finally, pursuant to paragraphs 10(c) and 10(d) of the Agreement, the City anticipates beginning the valuation and apportionment of FD1 property / assets / liabilities. We look forward to working with the Board of FD1 and the parties to the Agreement on apportioning FD1's property in a manner serving all parties' interests.

Sincerely,

Anthony McNeil, Mayor

CITY COUNCIL-CITY OF LANSING KS

IN THE SUPREME COURT OF THE STATE OF KANSAS

No. 122,582

DELAWARE TOWNSHIP and HIGH PRAIRIE TOWNSHIP,
Appellees,

v.

CITY OF LANSING, KANSAS,
Appellant,

LEAVENWORTH COUNTY, KANSAS, and
LEAVENWORTH COUNTY BOARD OF COMMISSIONERS,
Appellees.

SYLLABUS BY THE COURT

When an interlocal agreement governing the operation and management of a fire district is terminated by one of the parties under the terms of the agreement, and the district's assets are allocated under those terms, the fire district itself is not altered or dissolved as a legal entity. Provisions in such interlocal agreements permitting termination and asset allocation after sufficient notice are not void for violating public policy.

Review of the judgment of the Court of Appeals in an unpublished opinion filed March 5, 2021. Appeal from Leavenworth District Court; DAVID J. KING, judge. Opinion filed July 8, 2022. Judgment of the Court of Appeals affirming the district court is reversed. Judgment of the district court is reversed.

Adam M. Hall, of Thompson-Hall, P.A., of Lawrence, argued the cause, and *Todd N. Thompson*, of the same firm, was with him on the briefs for appellant.

Timothy P. Orrick, of Orrick & Erskine, L.L.P., of Overland Park, argued the cause, and *Chadler E. Colgan*, of The Colgan Law Firm, of Kansas City, and *David C. VanParys*, Leavenworth County Counselor, were with him on the briefs for appellees.

Johnathan Goodyear, staff attorney, and *Amanda L. Stanley*, general counsel, of League of Kansas Municipalities, were on the briefs for amicus curiae League of Kansas Municipalities.

The opinion of the court was delivered by

STEGALL, J.: This is a dispute between municipalities in Leavenworth County over the future and assets of a fire district. The City of Lansing wants to withdraw from an interlocal agreement governing the fire district. Other parties to the agreement object. After Lansing invoked the termination and asset division provisions of the agreement, this suit was filed. The lower courts ruled against Lansing, holding that the termination and asset division provisions of the agreement were unenforceable because of a "conflicting" statute governing the creation and termination of fire districts. Lower courts also found public policy reasons to disallow the sought-after termination. Today we reverse those decisions and hold that the agreement is enforceable by its clear terms.

The parties have stipulated to the facts as summarized below. As such, our review is plenary. *Rucker v. DeLay*, 295 Kan. 826, 830, 289 P.3d 1166 (2012); *Weber v. Board of Marshall County Comm'rs*, 289 Kan. 1166, 1175-76, 221 P.3d 1094 (2009).

In 2003, the Leavenworth Board of County Commissioners created Fire District No. 1 under K.S.A. 19-3601 et seq., the Fire Protection Act. The Fire District included the City of Lansing, Delaware Township, and High Prairie Township (all parties to this case). At the same time the County Commission created the Fire District, the municipalities all entered into an Interlocal Agreement under K.S.A. 12-2901 et seq.,

the Interlocal Cooperation Act. This Agreement set forth the terms and conditions governing the joint operation and management of the Fire District.

The Attorney General approved the Agreement as complying with Kansas' Interlocal Cooperation Act, which included approving several required provisions relevant to this lawsuit. Those required provisions detail the ownership of Fire District assets and—most importantly—how the Agreement may be terminated and the assets divided. The original term of the Agreement was five years, to be automatically renewed in subsequent four-year terms, unless a party properly terminated the Agreement.

Paragraph 8(a) of the Agreement states, "[o]n or after January 1, 2004, any equipment, vehicle, building, personalty or real property acquired by the Fire District, by purchase, contribution or otherwise, except as otherwise provided below, shall be owned solely by the Fire District."

Paragraph 8(b) of the Agreement outlines a few limited, time-based exceptions for "special property." Special property includes the existing township fire stations, which were retained by the respective townships. The Fire District would later purchase the fire stations for \$1 after 10 years per the terms of the Agreement. During the initial 10 years, the townships agreed to lease those same buildings, as well as equipment and vehicles, to the Fire District for \$1 a year.

Under Paragraph 10(b), termination of the Agreement could be initiated by "any party" but required 18 months advance notice and triggered a specific distribution of assets and liabilities. The termination provisions were divided into two sections. First, "Paragraph 8 of this agreement shall apply and the property referenced shall be disposed of in accordance with the terms of that section." As explained above, Paragraph 8 deals

with the title to property purchased by the Fire District as well as property each party brought into the Agreement, such as the townships' fire stations.

For all other assets not covered by Paragraph 8, Paragraph 10(c)(2) provides those assets "shall be apportioned between the parties based upon the assessed valuation of each party as compared to the assessed valuation of the Fire District as a whole." To determine the valuation, the parties must "utilize accepted accounting and depreciation practices." In the event a valuation dispute arose, the parties agreed to submit to binding arbitration.

Additionally, if the Fire District had any liabilities at the time of termination, Paragraph 10(d) of the Agreement provided that the parties "shall jointly be responsible for the discharge of that liability." A party's contribution would be based "upon a comparison of the assessed valuation of each party as each party compared to the assessed valuation of the Fire District as a whole."

All parties operated under the terms of the Agreement for 15 years. Then in 2018, Lansing sent appropriate notice of its intent to terminate the Agreement and begin providing its own fire protection services. As part of Lansing's right of termination, Lansing sought division and disposition of the Fire District's property.

Delaware and High Prairie petitioned for declaratory judgment to stop the dissolution or alteration of the Fire District and the disposition of the Fire District property. The townships argued that under K.S.A. 19-3604, a fire district may only be disorganized after the county commission which created the fire district adopts a resolution to disorganize it. And that this may be done only after a proper petition by county residents. The townships argued the sections in the Agreement that Lansing relied on to terminate the Agreement were illegal and unenforceable.

Lansing responded with a counterclaim seeking a declaratory judgment that the Agreement was enforceable in its entirety. It argued that its notice was sufficient to terminate the Agreement and trigger the division of assets. Crucially, Lansing maintains that ending the Interlocal Agreement does not dissolve the Fire District itself.

After the lower courts disagreed with Lansing, the city petitioned this court for review, and we granted its petition. The district court ruled in favor of Delaware and High Prairie. Lansing appealed. The Court of Appeals affirmed the judgment of the district court holding that Lansing could not unilaterally alter or disorganize the Fire District and could not force a disposition of property as a matter of public policy. *Delaware Township v. City of Lansing, Kansas*, No. 122,582, 2021 WL 833520 (Kan. App. 2021) (unpublished opinion).

DISCUSSION

In this case, the legal arguments arise out of two distinct statutory frameworks. The first, K.S.A. 19-3601 et seq., controls the formation, governance, and termination of fire districts in Kansas. The second, K.S.A. 12-2901 et seq., controls the creation, governance, basic terms, and termination of interlocal agreements in Kansas.

Delaware and High Prairie contend that the "more specific" fire district termination provisions of K.S.A. 19-3604 should override the Agreement's termination provisions authorized by K.S.A. 2021 Supp. 12-2904. Allowing unilateral termination of the Agreement, Delaware and High Prairie contend, is also against public policy because of the public safety importance of fire suppression.

Lansing argues the Agreement may be terminated by its terms—which conform to the requirements of K.S.A. 2021 Supp. 12-2904. From the City's perspective, the two statutory frameworks govern different things entirely, and the termination of an interlocal agreement has no legal impact on the continuing existence of a fire district as a legal entity under K.S.A. 19-3601 et seq. Lansing also insists there is no basis to the claim that this arrangement would create a threat to public safety.

We note as well that an argument concerning constitutional home rule was also bandied about by the parties and the district court in this case. Because we rule exclusively on statutory grounds, we need not reach the home rule questions as they are not relevant to the parties' dispute.

When we interpret statutes and private agreements, such as the parties' Interlocal Agreement, our review is unlimited. *Stewart Title of the Midwest v. Reece & Nichols Realtors*, 294 Kan. 553, 557, 276 P.3d 188 (2012). Likewise, when reviewing the interpretation and legal effect of written instruments, we exercise unlimited review, and are not bound by the lower courts' interpretations of those instruments. *Born v. Born*, 304 Kan. 542, 554, 374 P.3d 624 (2016).

To understand the relationship between the Agreement, the Fire District, and the statutes governing each, we must make every effort to give effect to the plain language of both the Agreement and the statutes. *State v. Smith*, 309 Kan. 929, 932-33, 441 P.3d 472 (2019).

The Agreement states that the Fire District was formed "pursuant to the provisions of K.S.A. 19-3601 et seq." Under K.S.A. 19-3601 et seq.: "The board of county commissioners of any county of the state is hereby authorized and empowered to organize one or more fire districts." The Board's power to organize fire districts is distinct

from any formation of an interlocal agreement between municipalities. To illustrate this, K.S.A. 19-3612a(b) incorporates the Interlocal Cooperation Act by reference by explaining how a designated board of county commissioners along with the governing bodies of cities and townships located within the district may enter into an interlocal agreement and delegate authority to appoint a fire district board of trustees.

At no point in K.S.A. 19-3601 et seq. or K.S.A. 12-2901 et seq. is there a reference to a fire district being *created* through the formation of an interlocal agreement—and for good reason. The purpose of an interlocal agreement is to

"permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities." K.S.A. 12-2901.

But the power to create or dissolve a fire district is not within the scope of an interlocal agreement. In fact, the procedure to disorganize or alter the territory of a fire district is rigid and specifically laid out in K.S.A. 19-3604:

"(a) Any fire district may be disorganized by the board of county commissioners at any time after four years from the date of the publication of the final resolution for the first organization of such district upon a petition to the board and the making of an order *in like manner as in the case of organizing any fire district under K.S.A. 19-3603, and amendments thereto.*

"(b) Subject to the provisions of K.S.A. 19-270, the territory of any organized fire district *may be subsequently altered by the inclusion of new lands or by the exclusion of lands therein upon a petition to the board of county commissioners signed by the owners of at least 10% of the area of the lands sought to be included or excluded, which*

petition shall conform, as near as may be possible, to the petition required for the organization of a fire district. If the board of county commissioners finds the petition is sufficient, the board may adopt and publish a resolution attaching or detaching the lands described in the petition to or from the fire district. The resolution shall be published once each week for two consecutive weeks in a newspaper of general circulation in the area where the lands are located. Such publication shall include a map showing the territory of the district and the lands proposed to be attached to or detached therefrom. If within 30 days after the last publication of the resolution and map, a petition protesting the inclusion or detachment of such lands, signed by the owners, whether residents of the county or not, of more than 19% of the area of the lands sought to be included in or excluded from the fire district is filed with the county clerk, the resolution shall have no force or effect. If such a protest petition shall not be filed within such time, the resolution shall become final, and the lands shall thereupon be deemed attached to or detached from the fire district. In any case where lands are included in or excluded from a fire district as provided herein, the board shall declare the new boundary of the district by the adoption and publication of a resolution in like manner as the boundaries were declared at the time of the original organization thereof." (Emphases added.)

K.S.A. 2021 Supp. 12-2904 generally defines the scope and use of interlocal agreements, authorizes the use of interlocal agreements to handle public functions (including fire services), sets forth the basic legal requirements of agreements, and requires attorney general approval of certain types of agreements.

K.S.A. 2021 Supp. 12-2904(d)(5) requires that interlocal agreements contain a termination provision that also details the disposition of property. The specific terms of this contract provision are left to the parties to negotiate.

"(d) Any such agreement shall specify the following:

- (1) Its duration.
- (2) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto.

(3) Its purpose or purposes.

(4) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor.

(5) *The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.*

(6) Any other necessary and proper matters." (Emphasis added.)

Lastly, K.S.A. 19-3612a outlines the process for the board of county commissioners to delegate all or some governing powers to a board of trustees. And K.S.A. 19-3612a(b) governs the process when the fire district is operating under an interlocal agreement:

"(b) Pursuant to an interlocal agreement entered into by the board of county commissioners and the governing bodies of cities and townships located within the fire district, the board of county commissioners may delegate its authority to appoint the members of the fire district board of trustees to a joint board appointed by the governing bodies of cities and townships located within the fire district. The fire district board of trustees appointed by such joint board shall be vested with all of those powers vested in the board of county commissioners under K.S.A. 19-3601 through 19-3606, and amendments thereto.

"Any interlocal agreement entered into pursuant to this subsection shall be subject to the provisions of K.S.A. 12-2901 et seq., and amendments thereto." (Emphases added.)

Both sets of statutes concern fire districts—one authorizes and governs the power to create, alter, and dissolve districts, while the other authorizes and governs how municipalities within the district can cooperate to operate and manage the fire suppression services within the fire district. These two schemes and purposes do not conflict. One is not more "specific" than the other. Instead,

they are *in pari materia*, and work together harmoniously. See *Miller v. Board of Wabaunsee County Comm'rs*, 305 Kan. 1056, 1066, 390 P.3d 504 (2017).

The takeaway from this analysis is simple—the Interlocal Agreement can operate according to its plain terms (and the parties do not dispute the plain meaning of the Agreement) without impacting the ongoing existence and viability of the Fire District. That district will simply need to arrive at a new arrangement for the provision of fire suppression services within its boundaries. This is the outcome the Court of Appeals deemed "nonsensical." *Delaware Township*, 2021 WL 833520, at *7 ("Lansing's stated intent—seems nonsensical because the Fire District itself continues to exist. The Fire District continues to need and use the property that would be disposed of. If Lansing instead sought to disorganize, or withdraw from, the Fire District, the disposition of Fire District property seems more understandable.").

However difficult it may be to separate the identity of the Fire District as a legal entity from the obligations of the parties under the Agreement, the plain language of the Agreement clearly makes this distinction itself. The Agreement acknowledges there is a functional distinction between terminating the "Fire District" and the "Agreement." Paragraph 10(a) of the Agreement incorporates the procedures of K.S.A. 19-3604 in instances where the Board of Leavenworth County Commissioners wishes to "*disorganize the Fire District*." (Emphasis added.) Alternatively, Paragraph 10(b) provides a separate procedure (included as required by K.S.A. 2021 Supp. 12-2904[d][5]) in order to terminate "*this agreement*." (Emphasis added.) Paragraph 10(c) also specifically deals with the distribution of property upon the termination of "*this agreement*." (Emphasis added.) This language, consistent with the language of the governing statutes, makes clear there is a material distinction between the "Fire District" and the "Agreement."

"It is not the function of courts to make contracts, but to enforce them as made." *Tri-State Hotel Co., Inc. v. Sphinx Investment Co., Inc.*, 212 Kan. 234, 246, 510 P.2d 1223 (1973). ""It is the duty of courts to sustain the legality of contracts in whole or in part when fairly entered into, if reasonably possible to do so, rather than to seek loopholes and technical legal grounds for defeating their intended purpose."" *Wasinger v. Roman Catholic Diocese of Salina*, 55 Kan. App. 2d 77, 80, 407 P.3d 665 (2017). The power of any party, including Lansing, to terminate the Agreement was clearly bargained for, and Delaware and High Prairie concede as much.

Thus, the Agreement is enforceable on its own terms without placing the Fire District itself in any jeopardy of being unlawfully dissolved. We understand that, as a practical matter, without the Agreement the Fire District may be just a legal "shell"—but that is in fact what a Fire District is. A shell to lawfully acquire, hold, and manage all of the assets and personnel required to provide fire suppression services within its geographical boundaries.

Delaware and High Prairie townships continue to insist that even if the end of the Agreement does not technically dissolve the Fire District, it is a "de facto" disorganization because replacing the "guts" of the district will be difficult or impossible, resulting in a Fire District that does not provide any fire suppression services within its boundaries. The townships insist this outcome violates public policy and that any contractual provision leading to such an outcome must be void as against that public policy. We disagree.

Terminating the Agreement is certainly the beginning of an attempt by Lansing to step away from the Fire District; however, this is no reason to invalidate the termination provisions of the Agreement. If this were the case, the provision allowing for the *actual* dissolution of the Fire District would themselves violate this vague and ill-defined public

policy in favor of never altering how fire suppression services are delivered to a particular population. So, if a municipality chooses to stop participating in the management and operation of a Fire District—by invoking the very terms by which it agreed to participate in the first place—we ask rhetorically "so what?" The alternative of forcing the parties to remain locked in an agreement that no party bargained for is, to us, both nonsensical and not in furtherance of any public safety policy.

This is not to say that fire suppression is not a serious matter of public safety and concern. Contracts may indeed be void as against public policy if they are ""injurious to the interests of the public . . . or tend[] to interfere with the public welfare or safety."" *In re Marriage of Traster*, 301 Kan. 88, 105, 339 P.3d 778 (2014). But we cannot agree with the way the townships and the Court of Appeals connected the public safety dots by disincentivizing municipalities from cooperating to provide this key service in the first place. Rather, ""the paramount public policy is that freedom to contract is not to be interfered with lightly."" *Wasinger*, 55 Kan. App. 2d at 80.

Indeed, Lansing makes several compelling arguments to address public safety concerns. First, Lansing has shown there is no reason to believe any citizen would be left without adequate fire protection. Upon termination of the Agreement, the distribution of assets under Paragraph 10 would be based on a fair appraisal of each parties' percentage makeup of the Fire District. In addition to the fair distribution of assets, the Agreement also provides for a relative allocation of liabilities across all parties. This arrangement would leave no party with disproportionate access to resources or stuck with disproportionate liabilities. In the event that the parties cannot agree on what is "fair," the Agreement requires arbitration by a third party.

There is no reason to believe that individual party ownership of Fire District assets is an inherent threat to public safety. When the parties initially entered into the Agreement, the parties retained title to their own assets—leasing them to the Fire District and eventually selling them to the Fire District per the terms of Paragraph 8.

And lastly, it should be noted that no party is prejudiced by unfair surprise by termination of the Agreement, as 18 months' notice is required. This term was surely bargained for to allow the parties to make these exact kinds of appropriate arrangements.

In conclusion, we hold that Lansing's notice of termination of the Agreement was effective, and the parties must allocate assets and liabilities per the terms of the Agreement.

Judgment of the Court of Appeals affirming the district court is reversed.
Judgment of the district court is reversed.



State of Kansas

Office of the Attorney General

120 S.W. 10TH AVENUE, 2ND FLOOR, TOPEKA, KANSAS 66612-1597

PHILL KLINE
ATTORNEY GENERAL

June 26, 2003

MAIN PHONE: (785) 296-2215
FAX: 296-6296

Pamela Campbell Burton
Burton Thompson & Robinson
112 South Main
Lansing, Kansas 66043

Re: Interlocal cooperation agreement/City of Lansing, Delaware Township, High Prairie Township, and Leavenworth County/Fire District No. 1, Leavenworth County

Dear Ms. Burton:

We have reviewed the above-referenced interlocal cooperation agreement and find that it complies with the requirements of the Interlocal Cooperation Agreement Act and with the laws of the state of Kansas.

Sincerely,

OFFICE OF THE ATTORNEY GENERAL
PHILL KLINE


Mary Feighny
Assistant Attorney General

MF/mf
Enclosure: Original documents

**AN INTERLOCAL COOPERATION AGREEMENT FOR THE ESTABLISHMENT OF
A JOINT BOARD, A FIRE DISTRICT BOARD OF TRUSTEES
AND THE FUNDING AND OPERATION OF
FIRE DISTRICT NO. 1, COUNTY OF LEAVENWORTH, KANSAS**

COME NOW THE PARTIES TO THIS INTERLOCAL AGREEMENT: the Board of County Commissioners of Leavenworth County, Kansas, hereinafter, "County Commissioners," the City of Lansing, Kansas, hereinafter, "Lansing," Delaware Township; Leavenworth County, Kansas, hereinafter, "Delaware," and High Prairie Township, Leavenworth County, Kansas, hereinafter, "High Prairie." The aforementioned parties recite and agree to the following:

1. AUTHORITY

This agreement is entered into pursuant to the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

2. TERM

The term of this agreement shall be for an initial period of five years from the date of execution. Execution of this agreement shall be accomplished by the signing of this agreement by all parties. Date of execution will be the date the last signature is inscribed on this agreement. Upon the expiration of the initial term of this agreement the agreement shall automatically renew for succeeding four year terms unless terminated by any party as provided for in this agreement.

3. PURPOSE AND NAME

That the purpose of this agreement is to provide for the operation and funding of a Fire District to be formed in the County of Leavenworth pursuant to the provisions of K.S.A. 19-3601 et seq. The name of the Fire District shall be "Fire District No. 1, County of Leavenworth, Kansas, hereinafter, "Fire District."

4. AREA OF SERVICE

The Fire District shall service the area within the boundaries of the City of Lansing, Delaware Township and High Prairie Townships, located in Leavenworth County, Kansas.

5. APPOINTMENT OF JOINT BOARD TO NAME FIRE DISTRICT BOARD OF TRUSTEES

The County Commissioners, pursuant to K.S.A. 19-3612a as amended, delegates its authority to appoint the members of the Fire District Board of Trustees to a joint board appointed by the governing bodies of Lansing, Delaware and High Prairie, hereinafter "Joint Board." The governing bodies of Lansing, Delaware and High Prairie shall appoint members to the Joint Board on an annual basis. In the event a vacancy arises on the Joint Board, the governing body

who appointed the person whose position is now vacant, shall, within thirty (30) days, appoint a new member to the Joint Board in keeping with the terms of this agreement. The Joint Board shall be comprised of five members: the mayor of the City of Lansing; two members of the City Council of Lansing; the Delaware Township Board Trustee; and High Prairie Township Board Trustee. Said Joint Board shall appoint the members of Fire District No. 1, County of Leavenworth, Kansas Board of Trustees, hereinafter "Fire District Board of Trustees." Members of the Joint Board shall not concurrently serve as members of the Fire District Board of Trustees and the Joint Board. The Joint Board shall set the term to be served by the Fire District Board of Trustees.

6. **FIRE DISTRICT GOVERNING BOARD**

The Fire District Board of Trustees appointed by the Joint Board shall be granted all powers vested in the Board of Leavenworth County Commissioners pursuant to K.S.A. 19-3601 through 19-3606, and amendments thereto and shall govern and oversee the operation and funding of the Fire District. The Fire District board of trustees so created shall exercise those powers enumerated in the provisions of K.S.A. 19-3612a.

Pursuant to K.S.A. 19-3601, the Board of Leavenworth County Commissioners shall delegate the powers and duties of the County Clerk and County Treasurer with regards to the secretary and treasurer positions with the Fire District Board of Trustees, to persons it deems qualified to serve as such. If a member of the Fire District board of trustees is appointed as secretary or treasurer of the Fire District board of trustees, then that member shall retain voting authority. If a person other than a member of the Fire District board of trustees is appointed to serve as secretary or treasurer, he or she shall not be considered a member of the Fire District board of trustees and shall hold a non-voting position. The secretary and treasurer of the Fire District board of trustees shall execute a good and sufficient surety bond, paid by the Fire District, in an amount which shall not be less than the amount of money such person or persons shall be responsible for at any one time. Said bond shall be reviewed, and if necessary, adjusted annually by the Fire District Board of Trustees.

a. **Qualifications**

No member of the Fire District board of trustees shall be a current employee or official, whether elected or appointed, of either Lansing, Delaware or High Prairie. A member of the Fire District Board of Trustees shall not concurrently serve as member of the Fire District Board of Trustees and as a firefighter, employee or volunteer of the Fire District. Members of the Fire District board of trustees shall be qualified electors of the City of Lansing, Delaware Township or High Prairie Township and remain such resident during their term.

b. **Ex officio member**

The Fire Chief of Fire District No. 1, County of Leavenworth, Kansas shall serve as a non-voting advisor to the Fire District board of trustees.

c. **Quorum**

A quorum of a five member Fire District Board of Trustees shall consist of three members.

d. **Voting requirements**

With five members appointed to the Fire District Board of Trustees by the Joint Board, in order to conduct official business of the Fire District Board of Trustees, attendance of a three members is required.

A simple majority of a quorum is required for approval or disapproval of official business of the Fire District Board of Trustees, unless such action is otherwise limited herein.

e. **Special voting requirements**

With a five member Fire District Board of Trustees appointed by the Joint Board, a vote by four members of the Fire District Board of Trustees shall be required prior to any of the following acts being undertaken by the Fire District board of trustees:

1. Levy of taxes.
2. Entry into contracts in excess of \$5,000.00.
3. Acquire or dispose of real property.
4. Issuance of any bonds, including general obligation bonds and no-fund warrants.
5. Entry into any lease purchase agreement.
6. Creation of any indebtedness on the part of the Fire District.
7. Expenditure of Fire District funds in excess of five-thousand dollars (\$5,000.00).
8. Execution of any agreement with any entity other than the parties to this agreement for fire protection services.
9. The establishment of any permanent employee positions with the Fire District;
10. The hiring and/or termination of any permanent employee of the Fire District.
11. Establishment of salaries and other employment benefits to compensate Fire District employees.

12. The adoption or modification of the operational policies and bylaws of the Fire District.
13. Exercise of eminent domain.

f. **Representation of entire Fire District**

Each member of the fire district board of trustees so appointed shall represent the whole of the District and shall act in the best interests of the Fire District.

g. **Vacancies on the Fire District Board of Trustees**

In the event a vacancy occurs on the Fire District Board of Trustees, the Joint Board shall within thirty (30) days, convene and appoint a new member in accordance with the terms of this agreement.

h. **Creation and Adoption of Bylaws**

Within thirty (30) days of the establishment of the Fire District Board of Trustees, the members shall meet to establish bylaws for Fire District No. 1, County of Leavenworth, Kansas

i. **Five Member Fire District Board of Trustees**

This Interlocal Agreement is being prepared as to five members being appointed to the Fire District Board of Trustees by the Joint Board. In the event the Joint Board appoints less than or more than five members to the Fire District Board of Trustees, Sections 6c-Quorum, 6d-Voting Requirements and 6e-Special Voting Requirements, and any other relevant sections herein shall be amended.

7. **FUNDING**

The operation of the Fire District governed by the Fire District board of trustees created herein shall be funded through the provisions of K.S.A. 19-3610 et seq., through any additional contributions to the Fire District by any of the parties to the agreement and through any other method provided for by law. A treasurer for the Fire District as appointed under paragraph 6 herein, shall maintain the financial records of the Fire District and assist the Fire District board of trustees in the preparation of the budget for the Fire District. The budget shall be submitted and approved pursuant to K.S.A. 19-3610.

8. **TITLE TO PROPERTY**

a. **Title in name of Fire District**

On or after January 1, 2004, any equipment, vehicle, building, personalty or real property acquired by the Fire District, by purchase, contribution or otherwise, except as otherwise provided below, shall be owned solely by the Fire District.

b. **Special Property**

1. The existing Delaware Township Fire Station structure, located at 111 E. Kansas, Lansing, Kansas shall be retained by Delaware. On the tenth (10th) anniversary of the date of the establishment of the Fire District, the building shall be purchased from Delaware by the Fire District for the amount of \$1.00.
2. The fire station building to be constructed by High Prairie within ten (10) years shall be titled in the name of High Prairie. On the tenth (10th) anniversary of the date of the establishment of the Fire District, title to the building shall be purchased from High Prairie by the Fire District for the amount of \$1.00.
3. All fire equipment owned by Delaware on December 31, 2003, shall be retained by Delaware, and/or remain titled to Delaware, where applicable. Such equipment shall be purchased by the Fire District upon the fifth (5th) anniversary date of the establishment of the Fire District for the amount of \$1.00.
4. Fire protection vehicles owned by Delaware on December 31, 2003, shall remain titled to Delaware. Title to said vehicles shall be purchased by the Fire District on the tenth (10th) anniversary date of the establishment of the Fire District this agreement for the amount of \$1.00.
5. In the event that this agreement is terminated prior to the transfer dates set out above, the parties acknowledge they are not bound to transfer title or ownership as set forth above.

c. **Lease by Fire District**

Delaware and High Prairie agree to lease to the Fire District, for use by the Fire District, the buildings, equipment and vehicles utilized by Delaware Township and High Prairie Township for fire protection for the sum of one (\$1.00), payable by the Fire District, for each calendar year, or part thereof, of use by the Fire

District. In addition, the Fire District shall be responsible, during the term of this agreement, for the payment of any debt service on the equipment, buildings and vehicles so leased and shall adequately insure and maintain such equipment, buildings and vehicles. In the event that any leased equipment, building or vehicle is damaged or destroyed the insurance proceeds shall first be applied to any repairs, where appropriate, then to the payment of any outstanding debt attributable to the item, any remaining proceeds shall become the property of the Fire District.

d. **Inventory**

Upon entry into this agreement, an inventory of items owned by the parties and leased to the Fire District shall be conducted by the Fire District and a copy of such inventory shall be provided to each of the parties. An inventory shall be undertaken each year on the 31st day of December by the Fire District, as to items which belong to Delaware and High Prairie and those which have been purchased by the Fire District. Copies of the annual inventories shall be distributed to the parties and maintained by the Fire District.

9. **INSURANCE**

- a. The Fire District agrees to indemnify and hold harmless the Delaware, High Prairie and Lansing and each individual member of the Fire District Board of Trustees and the Joint Board, from any and all liability, of any character whatsoever resulting in any claim or cause of action arising out of any action or failure to act, by the Fire District during the performance of service or the failure to perform any services.
- b. It is agreed that the Fire District shall maintain liability insurance at all times in an amount determined by the Fire District Board of Trustees to sufficiently protect the Fire District.
- c. The Fire District shall maintain sufficient insurance on property, both real and personal, utilized by the Fire District to protect such property against loss, theft or damage.

10. **TERMINATION**

- a. Upon petition pursuant to K.S.A. 19-3604, the Board of Leavenworth County Commissioners may disorganize the Fire District at any time after four (4) years from the date of publication of the final resolution for the first organization of the Fire District.

b. **Notice**

Subject to the provisions of paragraph 2 of this agreement, any party may terminate this agreement by providing to the other parties written notice of its intention to terminate the agreement. Such notice shall not be effective unless received by the other parties not less than eighteen (18) months prior to the effective termination date.

c. **Disposition of property**

In the event of the termination of this agreement, the property utilized and or owned by the Fire District shall be disposed of as follows:

1. Paragraph 8 of this agreement shall apply and the property referenced shall be disposed of in accordance with the terms of that section.
2. All other assets of the Fire District shall be apportioned between the parties based upon the assessed valuation of each party as compared to the assessed valuation of the Fire District as a whole. In so apportioning the assets, the parties shall utilize accepted accounting and depreciation practices to value the assets of the Fire District and shall attempt to reach an agreement as to the value and apportionment of the assets of the Fire District. In the event that no agreement can be reached, the parties shall submit to binding arbitration on the matter.

d. **Apportionment of liabilities**

In the event that there exists any liability of the Fire District at the time of the termination of this agreement, the parties shall jointly be responsible for the discharge of that liability. In determining each parties respective obligation in discharging said liability, each party shall contribute towards the discharge of the liability of the Fire District based upon a comparison of the assessed valuation of each party as each party compared to the assessed valuation of the Fire District as a whole.

11. **LEGAL SERVICES**

The fire district board of trustees may hire and retain an attorney, or attorneys, to represent the legal interest of the Fire District. No attorney representing a party to this agreement shall serve as the attorney for the Fire District without written waiver and consent of the parties and the Fire District.

12. **ASSUMPTION OF EXISTING FIRE PROTECTION AGREEMENT**

The parties agree that all agreements regarding fire protection, existing at the time of entry into this agreement and binding upon any party to this agreement, shall be assumed and honored by the Fire District.

13. **DATE OF ENTRY**

For the purpose of this agreement, the “date of entry” shall be the date of approval of this agreement by the Office of the Attorney General.

14. **MODIFICATION**

This agreement may be modified by the parties only through the adoption and execution of a subsequent interlocal agreement signed by all parties to this agreement.

15. **SEVERABILITY OF AGREEMENT**

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement shall not be effected thereby and each other term and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

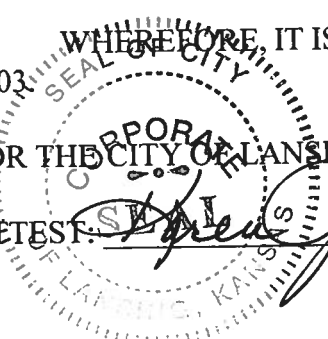
16. **CHOICE OF LAW**

Any dispute arising from this agreement, shall be governed by the laws of the State of Kansas.

SIGNATURE PAGES FOLLOW

Page 9 Fire District Interlocal Agreement

WHEREFORE, IT IS SO AGREED TO THIS 19 DAY OF June,
2003.
FOR THE CITY OF LANSING, KANSAS: Summit W. Bernard
ATTEST: [Signature]

The seal of the City of Lansing, Kansas, is a circular emblem. It features a central five-pointed star. The words "CITY OF LANSING, KANSAS" are inscribed around the perimeter of the seal. The word "SEAL" is positioned at the top, and "OF CITY" is at the bottom. The word "CORPORATE" is written across the middle of the seal, partially overlapping the star.

Page 10 Fire District Interlocal Agreement

WHEREFORE, IT IS SO AGREED TO THIS 2 DAY OF June,
2003.

FOR THE DELAWARE TOWNSHIP: Sharon J. Jeselnik

ATTEST: Elizabeth Brown
Virgil Johnson

Page 11 Fire District Interlocal Agreement

WHEREFORE, IT IS SO AGREED TO THIS 2 DAY OF June,
2003.

FOR HIGH PRAIRIE TOWNSHIP Jamie V. Dyson Sr

ATTEST: Philip R. Clark

Page 12 Fire District Interlocal Agreement

WHEREFORE, IT IS SO AGREED TO THIS 16th DAY OF May 2003,
2003.

FOR THE BOARD OF LEAVENWORTH COUNTY COMMISSIONERS:

[Signature]

ATTEST: Linda Aschenby J. Klasmaki
deputy

Page 13 Fire District Interlocal Agreement

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF KANSAS:

APPROVED AS TO FORM THIS 26th DAY OF June, 2003

Phill Kline

by Asst. Att. Gen
M. F. M.

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Elizabeth Sanford, Finance Director
 DATE: December 9, 2022
 SUBJECT: Appointment of Public Defender

The city's Public Defender, Geoffrey Sonntag, was recently appointed to be a judge in the 1st Judicial District of Atchison County by the Governor. This appointment leaves the city with no Public Defender. The city was contacted by two attorneys interested in filling the vacancy. City staff consulted with Judge Fuller and the Prosecuting Attorney and are recommending that James Floyd be appointed as the city's Public Defender.

Action:

Authorize the Mayor to appoint James Floyd as Lansing's Public Defender.

James A. Floyd

827 Armstrong Avenue, #202, Kansas City, KS 66101
(913)-369-7155 ~ james@jafloydllaw.com

BAR MEMBERSHIP

State of North Carolina: #46027 (Inactive)
State of Kansas: #26376

EDUCATION

Washburn University School of Law, Topeka, Kansas, May 2013 Class Rank: 27/151 (Top 20%)

- Juris Doctor, Dean's Honors
- Honors: Certificate in Law and Government, with distinction; CALI Award for Property Law

Duke University, Durham, North Carolina, May 2007

- Bachelor of Arts, History
- Activities: Phi Beta Sigma Fraternity, Inc., (President, April 2006 – April 2007, Parliamentarian, April 2005 – April 2006); Final Honors Co-Chair; Varsity Wrestling Team Member

EXPERIENCE

Private Practice, JA Floyd Law, June 2021-Present

- General practice with a heavy focus on criminal law
- Represented criminal defendants/juveniles in all trial stages of felony and misdemeanor offenses
- Represented individuals in family and domestic proceedings

Senior Assistant District Attorney, Wyandotte County District Attorney's Office, Kansas City, Kansas, Jan. 2020-May 2021

- Respond to habeas cases where the inmate claims actual innocence
- Investigate the inmate's claim by reviewing appeals, transcripts, evidence files, and re-interviewing witnesses
- Represent the interest of justice in habeas hearings

Assistant District Attorney, Wyandotte County District Attorney's Office, Kansas City, Kansas, June 2015-Jan 2020

- Represented the State of Kansas in all trial stages of felony and misdemeanor offenses, including over 20 felony jury trials from simple possession to first degree murder
- Prepared and respond to various trial level motions including motions in limine and motions to suppress
- Interviewed witnesses for hearings throughout the pre-trial and trial phase of a case
- Negotiated pleas on behalf of the State
- Wrote briefs to be considered by the Kansas Court of Appeals and Kansas Supreme Court
- Litigated habeas motions on behalf of the State of Kansas

Staff Attorney, Kansas Legal Services, Emporia, Kansas, February 2014-May 2015

- Represented criminal defendants/juveniles in all trial stages of felony and misdemeanor offenses
- Represented individuals in family and domestic proceedings
- Represented the interest of children and parents in CINC proceedings
- Prepared and responded to various trial level motions including motions in limine and motions to suppress
- Prosecuted Protection from Abuse and Protection from Stalking complaints
- Provided advice on various legal issues through the Legal Services advice line

Legal Intern, Douglas County District Attorney's Office, Lawrence, KS, May 2012 – May 2013

- Researched criminal law statutes and case law
- Drafted motions and appellate briefs for hearings
- Argued motions at hearings
- Negotiated plea deals
- Represented the state in probable cause, juvenile, probation, traffic, misdemeanor, and felony hearings and dispositions

Secondary World History Teacher, Southern Vance High School, Henderson, NC, 2007 – 2010

- Instructed approximately 350 students in World History at Southern Vance High School over a three year period
- Designed assessments and collected and analyzed student data
- Mentored students after school hours as head of the chess club

Assistant Wrestling Coach, Southern Vance High School, 2007 – 2010

- Supported the head coach in instructing and training wrestlers
- Communicated event schedules, rules, and results to participants, parents, and community

**AGREEMENT FOR LEGAL SERVICES BETWEEN
THE CITY OF LANSING, KANSAS
AND
JAMES A. FLOYD**

THIS AGREEMENT for legal services is entered into by and between the City of Lansing, Kansas, (hereinafter known as the "City") and James A. Floyd, an Attorney at Law licensed in the state of Kansas (hereinafter known as "Attorney ").

WITNESSETH:

WHEREAS, the City is authorized and empowered to contract with Attorney for professional legal services as described below, and

WHEREAS, Attorney is a properly licensed attorney in the State of Kansas and is qualified to provide professional legal services as described below,

IT IS THEREFORE agreed upon by the parties hereto that Attorney will provide professional legal services to the City in accordance with the following terms:

A. CLASSIFICATION

Attorney acknowledges that he holds an appointive position approved by the Governing Body.

B. SCOPE OF SERVICES PROVIDED BY ATTORNEY

1. Attorney agrees to be available to the City for a total of twenty (20) hours per month.
2. Attorney agrees to attend regularly scheduled City Municipal Court proceedings and to serve as Public Defense Counsel on cases as assigned by the Municipal Court Judge.
3. Attorney agrees to perform such other duties as may be prescribed by Kansas Law.
4. If Attorney is temporarily unavailable or unable to perform the services required under the terms of this agreement, Attorney shall designate (subject to the approval of the Municipal Court Judge) another qualified attorney from Attorney's law office or an associate of Attorney's choosing to provide Public Defender services to the City. Compensation for such duties shall be in accordance with the terms and provisions set forth herein.

C. SCOPE OF DUTIES PROVIDED BY THE CITY OF LANSING

1. The City agrees to provide Attorney full and complete information as to the requirements for any request for services.
2. The City agrees to assist Attorney by providing all available information pertinent to the completion of Attorney's obligations as outlined above in paragraphs B(1) – B(4).
3. The City agrees to retain Attorney or, in the event that Attorney is temporarily unavailable or unable to perform the services required under the terms of this agreement, a qualified

attorney from Attorney's law office or an associate of Attorney's choosing (subject to the approval of the Municipal Court Judge) to provide Public Defender services to the City.

4. The City agrees to pay Attorney's invoice within 30 days of receipt of said invoice.
5. The City agrees to continue to insure Attorney under its liability insurance and shall indemnify and defend Attorney in regard to any lawsuits, threats of lawsuits, or other actions brought or threatened against Attorney in his capacity as Public Defender.

D. COMPENSATION

1. The City agrees to compensate Attorney for Public Defender services in the amount of TWELVE HUNDRED DOLLARS (\$1,200.00) per month. Attorney shall provide up to twenty (20) hours of Public Defender services on behalf of the City for said compensation.
2. When appointing Attorney to serve as Public Defender for a Municipal Court defendant, the Municipal Court Judge may set a fee to be paid directly from the defendant to Attorney after evaluating the defendant's financial affidavit and ability to pay. On a case-by-case basis, the defendant may be ordered to pay additional fees to Attorney for representation in the event that the defendant appeals a Municipal Court conviction.

E. DURATION OF AGREEMENT

1. This Agreement shall remain in effect for a period of one (1) year, beginning on the date that all parties affix their signatures hereto.
2. Upon completion of the first year of this Agreement, the terms and provisions of this Agreement will be renewed automatically for additional one (1) year periods at such rate of compensation as set forth herein or at a higher amount as agreed to by the parties.
3. Notice of intent to terminate this Agreement shall be made in writing and provided at least sixty (60) days prior to the anniversary date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this _____ day of December, 2022.

Anthony R. McNeill, Mayor
City of Lansing

James A. Floyd

ATTEST:

Tish Sims, City Clerk

City Clerk's Office/Building Maintenance Vehicle and Equipment Report

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2007	Ford	Econoline	15 Passenger Wagon	22451	22,512	61	
						0	
						0	
						0	
						0	
Total						61	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	58.1	58.78	0.68	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	279.5	279.5	0	
2021	Kaivac	1750	Cleaning Machine	9.3	9.6	0.3	
						0	
						0	
						0	
Total						0.98	

Lansing Community and Economic Development Department

Monthly Fleet Report

Month November **Year** 2022

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2006	Ford	Ranger XLT	67211	LT. Pick-up Ext	61,888	62,161	273	
2015	Dodge	Journey	A6545	SUV	78,514	78,970	456	KTag: KTA. 02497158
2022	Dodge	Ram	D100764	1500 Pick up Truck	1,018	1,131	113	

Parks and Recreation Fleet Report November 2022

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	52,402	52,613	211	AC/Parks use	
2014	Ford	F-350	Dump truck	22,646	22,718	72.0	Parks maintenance	
2016	Jeep	Patriot	SUV	66,489	66,523	34	Activity Center use	
2017	Chevrolet	Silverado	truck	21,741	21,808	67	Parks maintenance	
2018	Ford	F-350	4-dr crew	30,949	31,472	523	Parks maintenance	
Total						907.00		

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1985.2	1986.2	1	Parks maintenance	
2005	Kubota	F3060	mower	378.6	378.6	0	Parks maintenance	
2007	Turbo Tool Cat	5600	utility vehicle	1278	1279	1	Parks maintenance	
2012	Wright	ZK	stander mower	1163.3	1165	1.7	Parks maintenance	
2016	ABI	Force	infield groomer	310.8	317.6	6.8	Parks maintenance	
2017	Kubota	ZD1211	mower	879.3	882.3	3	Parks maintenance	
2018	Polaris	Ranger	utility vehicle	377.8	379.1	1.3	Parks maintenance	
2019	Exmark	LZ 72	mower	603.9	604.5	0.6	Parks maintenance	
2019	Emark	LZ 96	mower	293.6	294	0.4	Parks maintenance	
2020	Kubota	ZD1211	mower	304.1	308	3.9	Parks maintenance	
2022	Wright	ZK	stander mower	11.4	12.2	0.8	Parks maintenance	
Total						20.50		

Lansing Police Department
Vehicle Fleet End of Month Report

Nov-2022

Unit	Year	Make/Model	VIN Last 5	Mileage as of 11/01	Mileage as of 12/01	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	40459	106138	106653	515	Detective	Detective	Limited Use - Detective
2	2020	Dodge Durango	96952	43115	43915	800	Patrol	Patrol	Fit for patrol duty
3	2021	Dodge Durango	64458	23953	25626	1673	Patrol	Patrol	Fit for patrol duty
4	2015	Ford Explorer	40976	80392	81380	988	Patrol	Patrol	Fit for patrol duty
5	2021	Dodge Durango	64459	6827	7110	283	Captain	Captain	Limited Use - Captain
7	2018	Ford Explorer	34004	25592	25956	364	Patrol	Patrol	Fit for patrol duty
8a	2017	Dodge Charger	86270	75628	76363	735	Patrol	Patrol	Fit for patrol duty
9	2018	Ford Explorer	34003	36566	36850	284	Lieutenant	Lieutenant	Limited Use - Lieutenant
11	2003	Ford F150	64639	86937	86937	0	Animal Control	Animal Control	Limited Use - AC
12	2019	Dodge Durango	85335	26298	27518	1220	Chief	Patrol	Limited Use - Chief
13a	2017	Dodge Charger	96163	86509	88619	2110	Patrol	Patrol	Down for Repairs
15	2021	Dodge Durango	34002	13062	14654	1592	Patrol	Patrol	Fit for patrol duty
10	2022	Dodge Ram Truck	95063	0	152	152	N/A	Patrol	Awaiting Upfit Finalization
14	2022	Dodge Ram Truck	95064	0	0	0	N/A	Chief	Awaiting Upfit Finalization
				Mileage Total:		10716			

Lansing Public Works Department

Monthly Fleet Report

Month November Year 2022

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	1,026	1,187	161	
1998	Ford	1/2 ton	48091	Pick-up	70,453	70,600	147	
2005	Sterling	LT 8500	64614	Dump Truck	60,906	61,048	142	
2007	Elgin	Crosswind J+	70295	Street Sweeper	7,095	7,102	7	
2017	Chevrolet	3500	88437	Pick-up Truck	32,364	32,484	120	
2011	International	7400	75269	Dump Truck	22,840	22,844	4	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	19,297	19,305	8	
2013	Ford	Explorer	80551	SUV	77,001	77,324	323	
2019	Ford	Ecosport	A4358	SUV	9,833	9,925	92	KTag- KTA. 02497157
2020	Chevrolet	3500	A8914	One-ton Dump Truck	6,203	6,317	114	
2005	Mack	Granite	B0282	Dump Truck	45,027	45,097	70	
2005	Ford	Ranger	57932	LT- Pick-up Ext	52,014	52,014	0	

Equipment

Year	Make	Model		Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	5,165	5,165	0	
2004	IR	DD-24		Asphalt Roller	314	314	0	
2006	IR	185		Air Compressor	226	229	3	
1997	Bobcat	763		Skid Steer	2,341	2,343	2	
2014	Case	580 SNWT		Backhoe	1,865	1,885	20	
2002	Crafco	110		Crack Sealer	842	842	0	
2003	Kubota	L3710		Tractor	1,631	1,631	0	
2009	Case	465		Skid Steer	769	769	0	
2018	John Deere	5065E		Tractor	213	213	0	
2018	Vermeer	BC1000		Chipper	15	15	0	
2022	Case	SV280B		Skidsteer	42	42	0	

November			
City Influent	25.47 MG	City Avg Daily	.849 MGD
LCF Influent	.412 MGD	LCF Daily Avg	0.137 MG
Total Biosolids	.860 MG	Precip	2.64 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8506	8506	0	Collection System	
2012	Chevrolet	Tahoe	SUV	109627	109662	35	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	10706	10730	24	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	4228	4256	28	Ops/Maint.	
2005	Freightliner	M2106	Dump Truck	26237	26302	65	Biosolids Disposal	
Total						152		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	991	991	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	228.6	228.6	0	Collection System	
2004	John Deere	7920	Tractor	1340	1347	7	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1486	1487	1	Operations	
2004	Case	621D	Loader	2506	2514	8	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	1641	1652	11	Maintenance	
2006	JCB	531-70	Telehandler	696	698	2	Plant Activities	



City of Lansing
800 First Terrace
Lansing, Kansas 66043

City Administrator's Report
December 15, 2022

Agenda Items:

A 2022 Budget Amendment for the Capital Improvements Fund is on the agenda for Thursday evening. Unanticipated delays to the K7/Eisenhower project have extended the timeline into 2023. Additionally, KDOT reimbursements that offset City expenses are typically received 30-45 days after billing, resulting in invoices paid by the City in 2022 and not being reimbursed until 2023. The council will need to open, conduct, and close a public hearing on the amended 2022 Budget, then make a motion to adopt as presented. Finance Director Beth Sanford will be present to answer any questions from the governing body.

Ordinance No. 1092 establishes the boundaries of each ward in Lansing. An exhibit of the new wards is included, along with the population in each ward. We did not include the LCF population of 1,649 in the ward map. We were not able to split federal census tracts, resulting in some neighborhoods being in two wards (notably Wyndham in W2 & W3, and a small portion south of Gilman being in W3). Whenever possible, staff worked to maintain general continuity to the current maps. No current City Council members will be affected by this map.

Ordinance No. 1093 authorizes the levy of a .45% retailers general purpose sales tax within Lansing. The sales tax ballot question was passed by Lansing's residents by a margin of 1,721 in favor and 1,698 opposed. The results have been certified by Leavenworth County. This would raise Lansing's sales tax rate from 8.95% to 9.4% on July 1, 2023 and would sunset after 20 years. Revenues will be kept in a separate fund to make it easier for the City Council and residents to track how the dollars are spent. Although this is an increase, Lansing's sales tax rate would still be on par with many other communities on the Kansas side of the KC metro (<https://www.ksrevenue.gov/pdf/pub17000123.xlsx>).

A cereal malt beverage license for Aldi Inc. at 1217 North Main Street is on the agenda Thursday evening.

An update to the City's previous ARPA policy is on the agenda. This update to the policy would allow commercial and industrial projects to partner with the City to utilize ARPA funds for public sanitary and storm sewer improvements. The City received over \$1.8M from ARPA funds beginning last year. Staff included a \$1M threshold and the requirement to pass the Planning Commission's site plan procedure to ensure quality development.

Authorization to bid the Town Center Sewer Improvement Project is on the agenda. This project includes the replacement and relocation of 1,000' of sanitary sewer line between West Kay and West Kansas St, adjacent to Town Center Drive. Current estimates have this project at



City of Lansing
800 First Terrace
Lansing, Kansas 66043

approximately \$950,000, but final costs will not be known until the bid opening in January. Funds are on hand in the Wastewater Utility Fund to pay for this project, without the need to accrue any debt.

Resolution No. B-10-2022 authorizes City staff to waive the requirements of KSA 75-1120a (a) as they apply to the City for the year ending December 31, 2022. This will result in the City's financial statements and reports being prepared on the basis of cash receipts and disbursements as adjusted to show compliance with cash basis and budget laws in the State of Kansas. This will result in financial statements that are easier to understand for our team and our residents. The City consulted with our bond counsel, auditors, and financial advisors about this transition. Finance Director Beth Sanford will be present to explain the background of this switch to the City Council.

A notice of intent to terminate the Interlocal Agreement is on the City Council agenda.

The City's previous public defender was appointed as a judge for the State of Kansas, leaving an opening. The City received two resumes for the open public defender position. The City believes James A. Floyd would be a wonderful fit for the position. A motion to allow Mayor McNeill to appoint James A. Floyd to the position of Public Defender is on the agenda.

Parks & Recreation:

Total team registration for Parks & Recreation basketball are below:

Division	2021/2022 Total Teams	2022/2023 Total Teams
1st & 2nd Grade (Co-ed)	8	10
3rd & 4th Girls	3	3
3rd & 4th Boys	4	6
5th & 6th Boys	1 * academy style-16 participants	3
5th & 6 Girls	1*academy style-13 participants	3
Total Youth Registered	190	210

The contractor for Bernard Park is currently slated to be complete in mid-January. The focus now is wrapping up the building and constructing the batting cage. Our consultant is working on a punch-list of things for the contractor to wrap up before final completion. It is the City's intention to play sports at KBP in the summer of 2023; however, to give additional time for the turf to establish, we may have practices at City Park but then have games at Bernard Park.

A contract with Waters Edge to design and engineer the new aquatic facility will be on the agenda for January 5, 2023. Jeff Bartley from Waters Edge will be present. As we have continued these discussions, it appears that constructing the splash pad in conjunction with the

pool would likely save tens of thousands of dollars in pumps, chemicals, maintenance, and staff time instead of having the splash pad at a location. If the splash location changes, we would still make significant improvements to City Park to ensure that area has a destination playground, sledding hill, retained baseball fields, and trails. Staff wants to hear the Council's opinion on this potential location modification.

Public Works:

Work on the southern islands for the K7/Eisenhower intersection is wrapping up. Work on the light controller and concrete retaining walls should take place shortly, with the final asphalt overlay and pavement markings taking place in early spring 2023. All businesses have had accessibility throughout the duration of the project. The intersection will vastly improve the flow of traffic and make the intersection safer for motorists.

Linaweaver Construction began work on the northern Town Center detention pond on December 5th. As a safety measure, a portion of the sidewalk was closed to pedestrians. A tentative completion date for this project is set for January 9th, 2023.

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. To date, no right-of-way permits for fiber providers have been closed out.

Work is scheduled to begin on the Southfork pipe repair in January 2023, with completion tentatively scheduled for 2023.

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.

Community & Economic Development:

Please be thinking about the potential locations for the annual fireworks show for 2023 and give staff your feedback and preferences.

We anticipate Family Eye Care to open on January 3, 2023.

Work has begun 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. We have also reached

out to the developer of the Fairway Estates Fifth Plat. We hope to receive updated plans for this single-family home subdivision shortly.

Discussions are beginning at LCDC regarding the sites of future industrial parks in Leavenworth County. These discussions could be expedited if the existing parks in the area are filled soon. Completion of the sewer line toward McIntyre could make that site appealing, or even construction to the southern edge of the property to begin, as we discussed in the summer. As the discussions progress, staff will keep the Council abreast of the industrial park search.

YTD Sales Tax Update:

	2021 YTD	2022 YTD	Difference
Local Sales & Use Tax (1.45%)	\$1,654,399	\$1,990,192	\$335,793, 20.29%
County Sales Tax	\$906,393	\$934,826	\$28,433, 3.14%
County Use Tax	\$273,943	\$343,514	\$69,571, 25.39%
Guest Tax	\$200,109	\$93,460	-\$106,648, -53.29%

Through the November disbursement, the .45% sales tax has generated \$616,959, on pace for \$673,047 throughout the year. The 2022 debt payment for DeSoto Road is \$388,075. Based on current projections, this would leave \$284,972 toward park improvements this year.

*A hotel in Lansing was used in 2021 for isolation during the pandemic. Current Transient Guest Tax figures are less but comparable to 2019 figures

Final valuations were completed, and the County recently sent us our finalized mill levy of 36.448. Based on the final mill levy, property taxes on a \$300,000 home would be \$1,257.46, a decrease from \$1,415.57 last year (41.031 mills). One mill in Lansing currently generates \$109,171.72.

Wastewater:

Three of the four easements needed for the Town Center Sewer Replacement project have been negotiated and signed. The final parcel is involved in a probate case and contact with the property owners has been limited. One of the family members is in the process of purchasing the property. 100% plans and specifications are complete and permitting is ongoing. The latest engineer estimate for construction is \$950,000. Wastewater Director Zell will be present on Thursday evening to discuss this project with City Council.

The owner of a gas main in conflict with the sewer alignment for the McIntyre Sewer Interceptor project has been found and contacted; however, there still seems to be confusion about the entity



City of Lansing
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Lansing, Kansas 66043

that owns the pipe. Staff reached out to a private law firm for assistance on this issue with preliminary positive results. The next step for the project is to acquire easements or permission from landowners to perform Geotech work to refine the project cost estimate. 90% plans are under staff review currently. This project would extend sewers to McIntyre Road and include the installation of nearly 9,500 feet of pipe.

A draft report of the flow study and revision to the Wastewater Master Plan will be delivered in the upcoming months.

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.

Dr. McGrath will be present via zoom at our January 5th City Council meeting to update the Council on the citywide pay study.

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

- Thursday, December 15th City Council Meeting, 7:00pm, City Hall
- Wednesday, December 21st Planning Commission Meeting, 7:00pm, City Hall
- Friday, December 23rd Christmas Even Holiday, Offices Closed Half Day
- Monday, December 26th Christmas Holiday, City Offices Closed
- Friday, December 30th New Year's Eve Holiday, Officed Closed Half Day
- Monday, January 1st New Year's Day, City Offices Closed
- Thursday, January 5th City Council Meeting, 7:00pm, City Hall
- Wednesday, January 18th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, January 19th City Council Meeting, 7:00pm, City Hall
- Thursday, January 26th City Council Work Session, 7:00pm, City Hall
 - Town Center Roadway/Island Design Feedback

Sincerely,

Tim Vandall