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Leavenworth County
Board of County Commissioners

Special Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
July 11, 2024
10:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.
 - a) Fire District #1
- V. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, July 8, 2024

Tuesday, July 9, 2024

- 5:30 p.m. Candidate Primary-Board of County Commissioners
• Leavenworth/Lansing Chamber of Commerce, 518 Shawnee, St., Leavenworth, KS

Wednesday, July 10, 2024

- 9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, July 11, 2024

- 9:00 a.m. Outside agency budget hearings
• Commission Meeting Room, 300 Walnut, Leavenworth KS
- 10:00 a.m. Special meeting to discuss Fire District #1
• Commission Meeting Room, 300 Walnut, Leavenworth KS
- 12:00 p.m. LCDC meeting
- 3:00 p.m. JCAB meeting
• Justice Center Basement Conference Room

Friday, July 12, 2024

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

18 June 2024

MEMORANDUM FOR Trustee, High Prairie Township
Mayor, City of Lansing
Chairman, Fire District 1 Board of Trustees

SUBJECT: Delaware Township – Notice of Intent to Withdraw from Fire District 1 (FD1) Interlocal Agreement (ILA).

1. At its meeting on 17 June 2024, the Delaware Township board unanimously approved a motion to withdraw from the ILA establishing and maintaining FD1 on 31 December 2024 or the earliest practicable date thereafter under the terms stipulated in paragraphs 2 and 10(b) of the agreement. This memorandum communicates this intent to the parties to the ILA, the FD1 Board and the BoCC.
2. The City of Lansing approved a motion to withdraw from the ILA at a meeting of the city council on 15 December 2022 and formally communicated its intent that the withdrawal be effective 26 June 2024. The city has agreed to remain a party to the FD1 relationship through year-end 2024 to accommodate budgetary and administrative considerations associated with the transition to the establishment of a city department and the convenience of the other parties to the ILA.
3. As the city noted in its letter, this action in no way indicates dissatisfaction with the fire and emergency services protection provided by the FD1 department. Delaware Township commends both the leadership of Chief Stackhouse and the oversight and governance provided by the FD1 board under its chair, Rob Gaslin. Lansing's withdrawal from the ILA unravels the fabric of the fiscal and administrative structure supporting the operations of FD1, calling its ability to provide a viable public safety service to question. This situation presents all parties to the agreement with risk management issues that require a restructuring of the relationship among the parties to the ILA. Thus, Delaware has engaged in good faith negotiations with both the City of Lansing and High Prairie Township to attempt to define a contractual relationship meeting the requirements for fire and emergency services protection for all parties. Delaware believes an agreement among all three parties to the current ILA offers the lowest risk course of action going forward. Failing such agreement, Delaware Township believes a contractual relationship with the City of Lansing is the lowest risk course to serve the public safety interests of the township.
4. Delaware Township's assessment is that upon the withdrawal of the City of Lansing from the ILA the *pro rata* dissolution of the materiel and fiscal resources stipulated in paragraphs 10(c) and (d) will, at that point in time, be insufficient to support staffing and operations of the FD1 department at capability levels sufficient to service the needs of the two remaining signatories. This degradation of service constitutes a hazard to the public safety interests of its constituents. As the contract deliverable of the ILA is the provision of effective fire and emergency services to the district, such situation effectively creates an anticipatory breach condition which the Delaware board believes can only be remedied by the waiver of the 18 month notice requirement in paragraph 10(b), thereby freeing all signatories to establish new service relationships at such time as the City of Lansing withdraws from the agreement, currently set at midnight, 31 December 2024.

5. Delaware Township therefore requests that the FD1 Board of Trustees take such action as may be needed to abrogate the provisions of paragraph 10(b) of the ILA and amend the agreement to suspend operations of the FD1 department concurrently with the withdrawal of the City of Lansing from the ILA and the commencement of operations by the Lansing Fire Department. If the FD1 Board of Trustees feels this action is outside the scope of its charter, we ask that this action be referred to the Board of County Commissioners for consideration and appropriate action.

Respectfully submitted,

TRAVIS T. HUNSEKER
Trustee, Delaware Township

Copy furnished: Board of County Commissioners (BoCC) - Leavenworth County, Kansas



Leavenworth County Fire District #1

111 East Kansas Street, Lansing, KS 66043

July 2, 2024

County of Leavenworth,
Board of County Commissioners
300 Walnut Street, Suite 225
Leavenworth, KS 66048-2815

Subject: Fire District No. 1 of Leavenworth County

Dear Commissioners: greetings!

Fire District No. 1 ("FD#1" or the "District") is at a crossroads in its life, with entity members—the City of Lansing and the Townships of Delaware and High Prairie—moving toward termination of their Interlocal Cooperation Agreement (ILA), effective at the end of 2024. The District's Trustees have used the delegated authority of the Board of County Commissioners ("BoCC") to *operate* the District over the past 21 years. That said, the Trustees believe that the authority to *create, alter, or disorganize* the Fire District remains with the BoCC and cannot be delegated, as a matter of law. Recent actions by the entities suggest it might be time for the first of what will likely be several interventions by you in 2024.

Recommendations. The FD#1 Board of Trustees recommends you take the following actions without delay:

1. Make a determination to exclude the City of Lansing and the Township of Delaware from the boundaries of Fire District No. 1, effective midnight, December 31, 2024.
2. Agree that the FD#1 ILA will terminate (vice partially terminate) upon the exit of the City of Lansing.
3. Reinforce to the City and Township entities that assets will be disposed and distributed, and liabilities apportioned, strictly pursuant to the terms of the ILA.
4. Direct the County Clerk to "zero-out" all FD#1 2025 budget and revenue actions and to issue instructions to the City and Township entities to submit independent fire protection budgets and revenue actions.

Background. The Interlocal Cooperation Agreement for FD#1 was signed by all parties and approved by the Kansas Attorney General on June 26, 2003. In more recent years, the City of Lansing made several attempts to exit the ILA and FD#1. This led to litigation between the entities that included a trial in District Court, an appeal to the Court of Appeals of the State of Kansas, and an appeal to the Supreme Court of the

Subject: Fire District No. 1 of Leavenworth County (continued)

State of Kansas. The Supreme Court reversed lower court judgments, giving primacy to contracts in general and interlocal agreements in particular. The City of Lansing subsequently gave termination notice that satisfied the ILA and with an effective date of December 31, 2024.

Discussion. (Numbers correspond with associated recommendation above.)

1. Delaware Township has requested an exemption to the 18-month notice requirement of the ILA—seeking to exit in tandem with the City of Lansing at midnight, December 31, 2024. High Prairie Township has not yet agreed to the early release of Delaware Township from the ILA. K.S.A. 19-3602 authorizes the BoCC to act on its own motion regarding the limits and boundaries of a fire district. By excluding Delaware Township in particular, the BoCC would affirm that only High Prairie Township will remain in the rump FD#1 beginning January 1, 2025. (Note: High Prairie Township has requested to remain in FD#1 after other entities exit the ILA. The BoCC should explore with High Prairie Township the comparative advantages and disadvantages to continuing in a fire district or creating a township fire department. The tax implications of this decision are significant.)
2. As mentioned, Delaware Township requests an early release from the ILA. The City of Lansing concurs, but so far, High Prairie Township has demurred. The adverse consequences of failing to release Delaware Township from the ILA at the end of 2024 are significant. As Delaware Township notes, the combined assets the two townships would receive from the breakup of FD#1 would be insufficient to provide for adequate fire protection. Additionally, FD#1 would have to submit a 2025 budget covering Delaware Township, and associated 2025 tax revenues would flow into FD#1. K.S.A. 12-2904(d)(5) contemplates the possibility of an ILA having either a “partial or complete termination”, but the FD#1 ILA only states that “...any party may terminate this agreement...” There are no provisions in this ILA for a one-party withdrawal, and all parties should operate the ILA by its own terms. The FD#1 Trustees concur with Delaware Township in concluding that the ILA only works if all entities are present. (Note that as entities exit the ILA, their appointees to the FD#1 Board of Trustees cease to have standing.) A statement from the BoGC affirming the complete termination of the ILA upon the exit of the City of Lansing would provide needed clarity.
3. The FD#1 ILA has specific provisions for the disposition of property and the apportionment of liabilities between the parties. A statement from the BoCC affirming the clear terms of the ILA will help preclude entities from trying to leverage these assets and liabilities inappropriately.
4. The County, the City of Lansing, the two Townships, and FD#1 are all under the same statutory deadlines for producing budgets and assessing taxes. The first such deadline is imminent. The BoCC should direct the County Clerk to issue immediate and clear guidelines such that FD#1 submits no budget and levies no

Subject: Fire District No. 1 of Leavenworth County (continued)

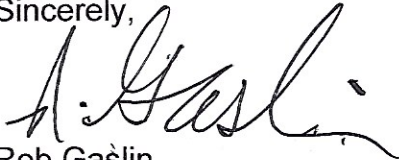
taxes for 2025. In parallel, the County Clerk should issue guidance to the City and two Townships to submit independent budgets and tax levies for 2025 fire protection. (As a practical matter, the City of Lansing and High Prairie Township are already doing this. Delaware Township is the entity still caught in the trap of uncertainty over their ILA status for 2025.) Failure to provide clear and immediate direction on this matter could have enormous adverse impact on the taxpayers in FD#1, on the ability of FD#1 to conduct its current mission, and on the ability of the entities to provide for their own fire protection services in 2025.

Conclusion. The FD#1 Trustees regret the pending breakup of the District. Our review of data and research from the National Fire Protection Association and the U.S. Fire Administration—combined with our own surveys of local and regional trends, plus exit interviews—all point to a dramatic decline in volunteer firefighters nationally (about 6% per year) and a substantial decrease in the number of people entering the pipeline for careers in firefighting. The governance trend nationally is toward greater consolidation (pooling of resources)—not less. More fire districts and fewer of the smaller, stand-alone fire departments. This does not mean the FD#1 entities can't or won't be successful; it just means they'll be moving against a powerful set of trends in manning the force. We also think there is substantial risk to current ISO ratings—which has public safety and insurance implications. In an alternative future, we could have imagined an expanded FD#1—with other entities joining to make more efficient and effective use of scarce resources. That said, the entities are free to chart their own course. For the rest of the year, FD#1 personnel will be fully engaged in providing current and essential emergency services to the District. We will try to assist the entities with their preparation for future operations as best we can, but our priority with our own limited resources is to our chartered mission.

Points of contact:

Administrative: Chief Michael Stackhouse	913-727-5844
Legal: Mr. Peter Robertson, Bateman Law Group	913-565-2998

Sincerely,



Rob Gaslin
Chairman, Board of Trustees
Leavenworth County Fire District No. 1

CF:

- Administrator, City of Lansing, KS
- Trustee, Delaware Township
- Trustee, High Prairie Township
- County Clerk, Leavenworth County, KS

From: B K <kelloggcattlecompany@gmail.com>

Sent: Thursday, May 16, 2024 10:01 PM

To: Kaaz, Vicky <VKaaz@leavenworthcounty.gov>; Smith, Michael <MSmith@leavenworthcounty.gov>; Stieben, Mike <MStieben@leavenworthcounty.gov>; Culbertson, Jeff <jeffc@leavenworthcounty.gov>; Smith, Doug <DSmith@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>

Cc: Loughry, Mark <mloughry@leavenworthcounty.gov>

Subject: Fire District #1

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Good evening, I hope this email finds you well. As you know, we are requesting a meeting (if required) to discuss the state of Fire District #1. We have found out through watching the Lansing City Council and BOCC meetings that Delaware Township intends on entering into a contract with the City of Lansing for fire protection.

High Prairie Township's only ask is that Delaware adhere to the termination process of the current interlocal agreement. Once Delaware officially terminates the contract with Fire District #1, that leaves High Prairie Township as the sole entity. With that being said, we have questions for the county government that need addressed. They are as follows:

1. What does the Commission think? Do we need the BOCC's approval to maintain Fire District #1? What oversight, responsibility, and authority does the Commission have over the restructured Fire District #1? Will the County Commission/ Attorney/Administrator have an active role in this process?
2. Will we get support from County Government to help with the administration separation/dissolution from the current Fire Board since we will be the only participating entity?
3. When Delaware Township decides to go into a contract with Lansing, when does High Prairie have the ability to hire an interim Chief/staff. Currently there is overlap between the current Fire Board and what will be the new board (which will be the High Prairie Township Board). Also, as you know, the current Chief has formally presented his resignation, so we want to move timely to fill that position.
4. Will Automatic Aid and Mutual Aid be present/mandated from other departments while the new Chief goes through the steps of hiring, fiscal, and administrative functions to get the District reestablished?

5. Since Fire District will still be intact, we will not need to file for a new tax ID?

6. Does Delaware need to present their letter of intent to the current Fire Board?

7. Does the County need to notify the State Fire Marshall of the upcoming changes (borders, new department being initialized (Lansing/Delaware)

8. Can the commission or county attorney's office assist in mediating the current Fire Districts assets for a timely resolution.

- 9: Would Leavenworth County provide/assist with legal counsel for Fire District #1 or would the townships need to seek their own legal counsel?

- 10 Would Leavenworth County take part in the drafting of a new Interlocal Agreement? Is one needed if the only entity is High Prairie?

- 11: If other Townships want to join into Fire District #1, what are the procedures? This will be for future reference.

12. Will current funding continue for LVFD1 based on the current entities and boundaries until the proper termination notification and process is finalized?

12. Who would have to apply for the changes in the current boundaries (removing Lansing and Delaware) and where would the application need to be submitted and approved?

13. If Delaware Township decides to sign into an agreement with the City of Lansing, a Letter of Intent to withdraw from LVFD1 is required along with an 18month notice correct? Legally, would Delaware Township remain a part of Fire District #1 during that 18 months?

14. If High Prairie is the only entity remaining in Fire District #1, who can apply a "freeze" on buying and / or selling equipment, vehicles, etc.? This does not include necessary expenditures for repair of vehicles and or equipment.

- 15: Since High Prairie is remaining within Fire District #1, there is no need in for us to formally notify the other entities, if they choose to leave, correct?

It is our intent to work with Leavenworth County Government to establish a strong Fire District. Please help us by providing answers to the above questions and provide any other information you may feel beneficial. We want to be transparent throughout this process and hope to grow this district and time and funds are made available.

If these questions can be answered through staff, that would be sufficient, but we also want to create an open and transparent relationship with all county government and its constituents. We hope for a timely response.

Thank you,

Brian Kellogg

The High Prairie Township

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