

AN AGREEMENT BETWEEN  
THE BOARD OF LEAVENWORTH COUNTY COMMISSIONERS  
AND THE CITY OF LANSING, KANSAS,  
FOR THE TRANSFER OF ROADWAY MAINTENANCE RESPONSIBILITIES,  
PROPOSED ANNEXATION OF CERTAIN RIGHTS OF WAY ADJACENT TO SAID  
ROADWAYS AND FOR THE PARTIES TO JOINTLY AND EQUALLY ALLOCATE  
FUNDS FOR THE REPLACEMENT, RECONSTRUCTION OR REHABILITATION OF  
7-MILE CREEK BRIDGE.

**WHEREAS**, The City of Lansing, a municipal corporation, hereinafter "City" and The Board of Leavenworth County Commissioners of Leavenworth County, Kansas, hereinafter "County" desire to provide for the improved, enhanced and continued maintenance of County roads currently located within the boundaries of City, and

**WHEREAS**, the City and County have determined that the terms and conditions set forth herein will serve a public use and will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City and County; and

**WHEREAS**, the City and County desire to enter into the following agreement in order to implement and complete the transfer of certain County roadways to enhance the maintenance of said roadways located within City.

NOW, THEREFORE, the City and County, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **DEFINITIONS:** The definitions for this agreement shall be those terms defined by the City's local code, subdivision regulations, and planning and zoning regulations.
2. **CAPACITY:** The Kansas Constitution in Article 12, Section 5(b) grants home rule authority to the City and County whereby City and County are empowered to determine matters of local affairs such as this Agreement. County asserts it is the fee holder of the land described below and is authorized to execute this agreement.
3. **PURPOSE:** That the purpose of this agreement is to provide for the transfer of the roadway maintenance responsibilities for County maintained roadways located within Lansing city limits, for the annexation of certain rights of way along said roadways, and for the parties to jointly and equally allocate funding for the replacement, reconstruction or rehabilitation of 7-mile Creek Bridge.
4. **AREA DESCRIPTION:** The roadways and rights of way covered by this agreement are commonly known as: 4-H Road from US-73/K-7 Highway west to 147<sup>th</sup> Street; East Mary Street east from US-73/K-7 Highway to Lansing city limits at Lost 80 Park; 155<sup>th</sup> Street south from Eisenhower Road to Lansing city

limits; and New Lawrence Road south from Eisenhower Road to Lansing City limits. The County acknowledges and agrees that it shall be responsible for obtaining and providing a certified legal survey of the area subject to this agreement.

### See Exhibit A

5. **NATURE OF AGREEMENT:** This agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.
6. **APPLICABLE REGULATIONS:** Except as otherwise exempted by this agreement, all applicable city land use regulations, building codes, and any other applicable standards relating to infrastructure and facilities remain and shall govern the maintenance of the roadways to be transferred.
7. **APPLICABLE CITY CODE:** Except as otherwise exempted or outlined by this agreement, County acknowledges that upon execution of this agreement, the Lansing City Code will apply in its entirety to the roadways to be transferred.
8. **FUNDING FOR 7-MILE CREEK BRIDGE:** The parties agree to allocate sufficient local funds to prepare for the replacement, reconstruction or rehabilitation of 7-mile Creek Bridge. The City of Lansing agrees to apply for Federal Bridge Funds at such time as the subject bridge is eligible and in need of replacement, reconstruction or rehabilitation. The parties hereby acknowledge and agree that local funding shall be in equal amounts and that local funding for the future replacement, reconstruction or rehabilitation costs of 7-mile Creek Bridge as further described in paragraph 11 (eleven) herein, shall be paid in equal amounts, but that the cost share of the County shall in no event exceed 10% of the total costs of replacement, reconstruction or rehabilitation.
9. **INSUFFICIENT FUNDING FOR 7-MILE CREEK BRIDGE:** In the event that either party fails to provide sufficient funding to replace, reconstruct or rehabilitate 7-mile Creek Bridge, City and County acknowledge and agree that County shall resume all maintenance and financial responsibilities of said structure.
10. **ANNEXATION:** City and County agree that upon execution of this agreement to place the issue of annexation of the right of way associated with this agreement before its respective governing body for review.

11. **DURATION:** The term of this Agreement shall end upon the completion of the City's and County's payment of FIFTY PERCENT (50%) of the costs associated with the replacement, reconstruction or rehabilitation of 7-mile Creek Bridge as described in paragraph 8, or upon the vote of the governing body of the City of Lansing declining to annex the roadways specified in paragraph 4 (four) herein, whichever occurs first.
12. **SEVERABILITY:** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

If this Agreement contains any unlawful provisions which are not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.
13. **MERGER CLAUSE:** The parties acknowledge that the terms as stated herein are a final and complete expression of the parties' intentions.
14. **MODIFICATION:** The terms, conditions and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the City and County. Any such modification to this Agreement as approved shall be attached hereto and incorporated by reference.
15. **HEADINGS:** The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit or describe the scope or intent of the contract or any provisions in this Agreement.
16. **TIME IS OF THE ESSENCE:** Time and exact performance are the essence of this Agreement.
17. **SOLE AGREEMENT:** This Agreement, including any exhibits or addenda attached hereto, constitutes the sole agreement between the parties and supersedes

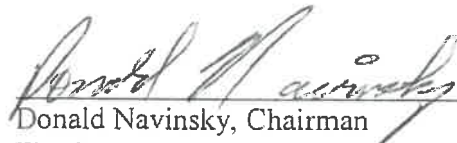
any prior understandings including any written or oral agreements between the parties. This agreement may be modified by the parties only through the adoption and execution of a subsequent interlocal agreement signed by all parties to this agreement.

18. **CHOICE OF LAW:** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Kansas. Venue for any cause of action arising out of or in connection with this Agreement shall be in Leavenworth County, Kansas.
19. **CONTINUED COOPERATION OF PARTIES:** Each party acknowledges that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.
20. **NOTICES:** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City: City Administrator  
800 First Terrace  
Lansing, KS 66043

County: Chairman  
Board of Leavenworth County Commissioners  
4<sup>th</sup> & Walnut  
Leavenworth, KS 66048

WHEREFORE, IT IS AGREED this 17 day of June, 2004.



Donald Navinsky, Chairman  
The Board of Leavenworth County  
Commissioners  
Leavenworth County, Kansas

ATTEST:

Linda A. Scheer  
Linda A. Scheer, County Clerk



ATTEST:

Karen Logan  
Karen Logan, Lansing City Clerk

Kenneth W. Bernard  
Kenneth W. Bernard, Mayor  
City of Lansing, Kansas