



DATE: NOVEMBER 4, 2016
TO: MAYOR WILEY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: NORTHEAST ANIMAL CONTROL ORDINANCE/AGREEMENT

The last time an ordinance/agreement for the NEACC was approved by the Governing Body was 2007. The proposed agreement is unchanged with the exception of updated dates and a reference to publishing a summary of the ordinance as opposed to the entire ordinance. This agreement has been reviewed by the City Attorney and staff recommends approval of the ordinance/agreement.

City of Fairway, Kansas

Ordinance No. 1639

AN ORDINANCE PROVIDING FOR THE COOPERATIVE ESTABLISHMENT OF AN ANIMAL CONTROL COMMISSION BY CERTAIN JOHNSON COUNTY KANSAS CITIES, PROVIDING FOR FINANCING, POWERS, DURATION, PURPOSES, AND TERMINATION THEREOF.

WHEREAS, the governing body of the City of Fairway, Kansas, deems it advisable and necessary that this city and other cities of Johnson County, Kansas adequately control the problems of dead and uncontrolled domestic and wild animals on the streets or roaming at large within said city. The Governing Body further finds that it is necessary and proper and beneficial to said city to join together with other cities to form a cooperative animal control program for certain Johnson County cities. For the purpose of a better animal control service to all participating cities at the lowest possible costs, the governing body agrees to mutual animal control participation with other cities.

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

SECTION 1- The City of Fairway, Kansas, join with at least two (2) other adopting cities to establish a Johnson County Animal Control Commission, as authorized by K.S.A. 12-2908.

SECTION 2 - The Mayor or City Administrator and the City Clerk of the City of Fairway, Kansas are hereby authorized, directed and empowered to execute and contract with other adopting cities an agreement providing for cooperative establishment of the NORTHEAST ANIMAL CONTROL COMMISSION. Said agreement to be substantially as set out hereinafter, to-wit:

AN AGREEMENT PROVIDING FOR THE COOPERATIVE ESTABLISHMENT OF THE JOHNSON COUNTY ANIMAL CONTROL COMMISSION BY JOHNSON COUNTY CITIES.

This agreement made and entered into by and between the undersigned cities located in the County of Johnson, State of Kansas;

FAIRWAY _____ (Mayor or City Administrator) _____ (City Clerk) _____ (Date)

MISSION _____ (Mayor or City Administrator) _____ (City Clerk) _____ (Date)

MISSION _____
WOODS (Mayor or City Administrator) (City Clerk) (Date)

ROELAND _____
PARK (Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD _____
(Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD _____
HILLS (Mayor or City Administrator) (City Clerk) (Date)

WITHNESSETH that said cities, parties hereto, hereby agree that there shall be and there is hereby created an Animal Control Commission to certain participating cities located in Johnson County, Kansas, which are parties to this agreement. The animal control commission to be known by the name and style of "NORTHEAST ANIMAL CONTROL COMMISSION," upon the terms and conditions herein after stated.

ARTICLE I.
Members, Appointments, Terms

1. The Mayor or City Administrator of each participating city, with the approval of its Governing Body, shall appoint its representative member to the Animal Control Commission as hereinafter designated.
2. Each participating city shall have one voting member and may have one alternate member on the Commission. Either member may be an elected council member in said city. The alternate member shall have the right to vote in the absence of the voting member for a participating city. The term for the member and alternate appointed shall expire May 1st (originally May, 1st, 1983) of the appointed year and on May 1st of the following year after such appointment. Nothing herein shall prevent reappointment of any duly appointed member or alternate.
3. Any vacancy in the membership shall be filled by appointment by the participating city for the unexpired term of the member whose position shall be vacant or vacated. Such appointment shall be by the Mayor or City Administrator of the participating city of the vacating member with the consent of its Governing Body, within sixty (60) days after the vacancy occurs.
4. The Mayor or City Administrator may remove any appointed member or alternate during a term of appointment with the consent of the Governing Body of the participating city.
5. No appointed member or alternate of the Animal Control Commission shall receive compensation from the NEACC for services on the commission, with the

exception of the Secretary-Treasurer who may receive compensation for payroll and other services associated with that office.

ARTICLE II.
Definitions as Used in this Agreement

Animal Control: Shall mean the enforcement of the animal control ordinances of the participating cities regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal from participating cities of dead animals.

Enforcement: Shall mean enforcement of the requirements of the participating cities regarding pick-up and care of domestic or wild or running-at-large animals, and shall include enforcement of ordinances of the participating cities regarding penalty provisions. The kennel costs for housing, or impounding, or kenneling such animals shall be at the expense of the animal control commission.

Person: Shall mean an individual, public, or private corporation, government, partnership, or unincorporated association.

ARTICLE III.
Purposes and Objectives

1. It is hereby declared that the cost and operation of Animal Control can best be effected in the participating member cities by cooperative management. By the consolidated financing of personnel, equipment, and operating costs to enforce and provide Animal Control services. To pick-up, care-for, or dispose of, where necessary, domestic and wild unwanted or at-large animals or dead or dangerous or nuisance domestic or wild animals within or outside of the boundaries of the participating cities.
2. To study and provide new or effective methods of Animal Control, to develop and maintain communications with the Animal Control, to develop and maintain communications with the Governing Bodies and residents of the participating cities to eliminate problems of Animal Control.

ARTICLE IV
Duties and Powers of the Commission

1. To organize and supervise animal control operations in participating cities necessary to effect the animal control requirements of the participating cities.

2. To prepare an annual budget for the operation of the animal control service or facilities and for the expansion and improvements thereof.
3. To receive donations, grants, or gifts. Lease or purchase real or personal property and equipment. Hire such employees as are needed and retain professional services necessary to the operation of the animal control service. Effect such contracts or agreements with other persons to carry out the animal control program or service.
4. Hold an organizational meeting within thirty (30) days after the resolution is effective, (originally May 1, 1983), and then quarterly thereafter, normally on the third Thursday after the close of the calendar quarter. The time and place of said meetings to be determined by the Chairperson-of the animal control commission.
5. Elect from its membership at its organizational meeting and annually in July thereafter and whenever a vacancy in the office arises, a chairperson, vice-chair person, and secretary-treasurer, to perform the duties commonly associated with their respective titles and as may be determined by the commission members.
6. Appoint and fix the membership of such commission member of standing and temporary committees, as it may find expedient for the purpose of its duties.
7. Add, adopt, amend, alter, or discontinue by-laws and rules of procedure for the administration of business, keep records of its activities, keep audio or transcribed minutes of all meetings. All such business will be reported after each quarterly and annual meeting to the Mayor, Animal Control Commissioner and Alternate, and Chief of Police of each participating city. A complete annual activities and financial report shall be submitted to the Mayor or each participating city after January 1st of each year.
8. To work with and provide information necessary to the participating cities and their respective police departments and municipal courts for enforcement by a participating city of the ordinances regarding animal control.
9. Select or accept from one of the participating cities a facility for a base of operations for Animal Control personnel from within one of the police department facilities. Maintain office space, needed office equipment, utilities, maintain a record keeping and filing system and archived records, store communications equipment, and maintain other equipment as needed to perform the task of animal control. Select or accept an operations supervisor from the selected or accepted police department.

ARTICLE V
Commission Expenses

1. The Commission shall prepare a budget to cover the initial cost of equipment and supplies, cost of personnel required and such other expenses needed to organize and commence operation of the Animal Control program and service. The participating cities shall pay to the Commission a "Per-Capita" contribution based upon the population figures for each participating city. The Johnson County population census figures, as set by the state, shall be used for the population count.
2. Thereafter the Secretary-Treasurer shall prepare an annual budget of expenditures covering cost of printing, postage, and other administrative expenses, covering the cost of purchase of equipment, supplies, the employment of personnel employee benefits, and any sums needed to expand and improve the operation of the animal control program or service. Any funds on hand at the end of a budget year not reserved for equipment, ongoing operations, or personnel shall apply to the ensuing budget. The budget shall be presented to the Governing Bodies of the participating cities on or before May 1st of each year. Said budget shall be adjusted to comply with contributions agreed to by participating cities. Each participating city shall contribute annually a "Per-Capita" share as set out on the formulae in Paragraph 1., Article V., herein above. Said contribution shall be due on the (1st) day of January of each year. Any participating city that by ordinance or resolution withdraws as a member of the Commission shall forfeit any interest or funds it has paid to the Commission under this Agreement.
3. The commission has the authority to establish an increase in the annual assessment effective immediately after the scheduled first quarter meeting. The commission shall give written notice of any such increase to each participating city. Any participating city shall have the option to terminate from said animal control program for said year by giving written notice of termination to the commission within thirty (30) days of receipt of the commission's notice of such increase in per resident person assessment ("Per-Capita" assessment).
4. The commission reserves the right to add a special assessment to the cities for the purposes of a capital purchase as needed. This additional revenue would be for the sole purpose of financing a replacement vehicle. The commission shall provide written notice of such special assessment to each participating city. Any participating city shall have the option to terminate from said animal control program for said year by giving written notice of termination to the commission within thirty (30) days of receipt of the commission's notice of such special assessment.
5. Any participating city that without ordinance, resolution and proper notification to the Commission, or for other reason fails to make their contribution by no later

than the last day of February of each year shall have their cities animal control service suspended for non-payment. Suspension shall be in effect until and when such time as the city is fully contributed as required in this agreement, ordinance, or resolution.

6. The city providing the operations facility and supervisor, by either selection or acceptance will be authorized by the Commission to receive 10% of the scheduled total base salary of the animal control officer or officers for administrative and supervision costs, with no reduction in per-capita contribution from said city.

ARTICLE VI

Duration

1. The Northeast Animal Control Commission (formerly Johnson County Animal Control Commission) shall be created when an ordinance or resolution is adopted by two or more cities (including this city) in Johnson County, Kansas and the selection and acceptance of one of the cities to provide the operations facility and supervisor. Such ordinance shall authorize the Mayor or City Administrator of said city to execute this agreement and authorize the City Clerk of said city to attest this agreement and publish it in the official city news organ.
2. The Commission thereby created shall be for a period of four (4) years from the effective date thereof, (originally May 1, 1983). Provided, however that the Northeast Animal Control Commission may be continued thereafter for additional periods of four (4) years as it is then constituted and established by further ordinance or resolution enactment by a participating city. Alternately, any participating city may then, by a year-to-year continuance of use of the service and by continued "Per-Capita" contribution maintain a "de facto" participation.

ARTICLE VII

Termination

Termination of the Commission created hereby and herein shall be effected by:

1. The expiration of the term for which it was created without existing or enacted ordinances by at least two (2) participating cities of Johnson County, Kansas authorizing the Mayor or City Administrator of said cities to extend the agreement and term of the commission as aforementioned in Paragraph 2., Article VI., for an additional four (4) year period or a year-to-year basis.
2. The withdrawal of support of said Commission by ordinance or resolution of any adopting city or cities leaving less than two (2) of the cities of Johnson County, Kansas supporting the agreement creating the Commission by ordinance or resolution.

3. No participating city shall by ordinance or resolution withdraw its support, except on at least four (4) months notice prior to the end of the calendar year.

ARTICLE VIII
Disposition of Assets

Immediately upon termination of the agreement by ordinance or resolution leaving less than two (2) participating cities the Commission shall cease all operations. The commission shall freeze all financial assets or financial accounts except for payment of outstanding accounts. The commission shall advertise for and receive bids for the sale of all personal, real property, or equipment in its control or ownership to the highest bidder. The proceeds from said sale and all funds remaining in the Commission's possession shall be returned to the participating cities of the Commission during the last year immediately preceding termination in the same ratio that contributions were made to said Commission by participating cities during the last year preceding termination.

ARTICLE IX
Effective Agreement

This agreement shall take effect and be in force from the date of publication or ordinance summary publication in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrator by at least two (2) adopting cities and the attestation thereof by the City Clerk of each adopting city. Further, this agreement shall rescind and supersede any previous agreement, contract, or document pertaining to the Northeast Animal Control Commission and the Animal Control service provided.

Dated this 14th day of November in the year of 2016.

SECTION 3. - This ordinance shall take effect upon publication or ordinance summary publication in the official city newspaper.

PASSED by the City Council this 14th day of November 2016. APPROVED by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Stephen P. Chinn, City Attorney