

*Ordinance  
217*

# Memorandum

To: City Clerks of  
Fairway, Mission, Mission Woods, Roeland Park,  
Westwood, Westwood Hills

From: Major Mark Sullivan, Deputy Chief

Re: NEACC interlocal Agreement

Date: 10-22-07

*MS*



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At last, I have secured all the necessary signatures on the NEACC interlocal agreement, and am hereby returning the original document to you for your records. I have retained a copy of each of the respective city's ordinances to be included in the NEACC master ordinance book.

Please let me know if there are any questions.

City of WESTWOOD HILLS, Kansas

Ordinance No. 217

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 Westwood Hills, 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.

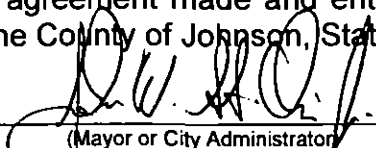
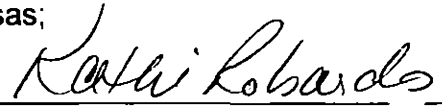
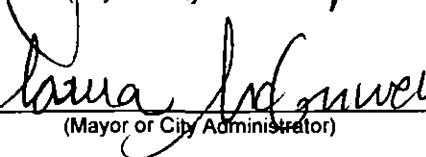
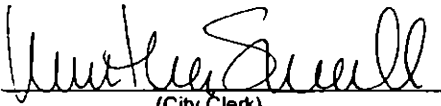
NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION 1- The City of Westwood Hills, 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 Westwood Hills, 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)	<u>4-2-07</u> (Date)
MISSION	 (Mayor or City Administrator)	 (City Clerk)	<u>4-2-07</u> (Date)

MISSION WOODS David Octjuz Shelly Seegy 4-2-07  
(Mayor or City Administrator) (City Clerk) (Date)

ROELAND PARK Jim Deibel Ann T. Fure 4-2-07  
(Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD David Johnson Kathleen McNamee 4/2/07  
(Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD HILLS U. Wynn P. Ho [Signature] 4/2/07  
(Mayor or City Administrator) (City Clerk) (Date)

WITNESSETH 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 1<sup>st</sup> (originally May, 1<sup>st</sup>, 1983) of the appointed year and on May 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 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 2<sup>nd</sup> day of April in the year of 2007.



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

PASSED by the City Council this 2<sup>nd</sup> day of April 2007. APPROVED by the Mayor.

\_\_\_\_\_  
E. Allen Roth, Mayor

ATTEST:

\_\_\_\_\_  
Duncan Samuel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronald S. Reuter, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

Ordinance No. 217

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 Westwood Hills, 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 WESTWOOD HILLS, KANSAS:

SECTION 1. The City of Westwood Hills, Kansas, shall 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 and the City Clerk of the City of Westwood Hills, 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 is 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)

WITNESSETH 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 shall be known by the name and style of "NORTHEAST ANIMAL CONTROL COMMISSION," ("NEACC") upon the terms and conditions hereinafter 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 commence May 1<sup>st</sup> (originally May, 1<sup>st</sup>, 1983) of the appointed year and expire on May 1<sup>st</sup> 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 and by the consolidated financing of personnel, equipment, and operating costs to enforce and provide Animal Control services. Animal Control shall be responsible 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, and 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; to lease or purchase real or personal property and equipment; to hire such employees as are needed and retain professional

services necessary to the operation of the animal control service; and to 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 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, and 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 of each participating city after January 1<sup>st</sup> 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, and 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 and supplies, the employment of personnel, including 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 year's budget. The budget shall be presented to the Governing Bodies of the participating cities on or before May 1<sup>st</sup> 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., hereinabove. 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 its contribution by no later than the last day of February of each year shall have such city's 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 upon 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 newspaper.
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 fewer 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 and except as set forth in Article V above.

ARTICLE VIII  
Disposition of Assets

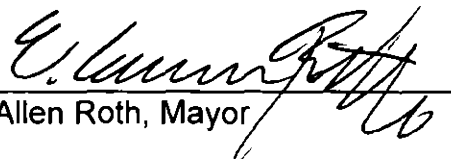
Immediately upon termination of the agreement by ordinance or resolution leaving fewer than two (2) participating cities, the Commission shall cease all operations. The commission shall freeze all financial assets or financial accounts except for payment of outstanding accounts. The commission shall advertise for and receive bids for the sale of all personal property, 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

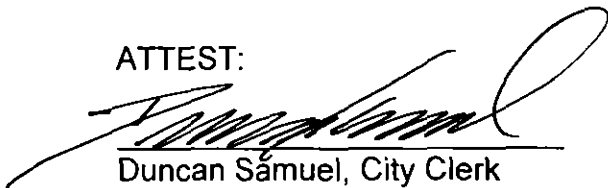
This agreement shall take effect and be in force from the date of publication in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrators of at least two (2) adopting cities and the attestation thereof by the City Clerk of each adopting city. Further, 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.

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

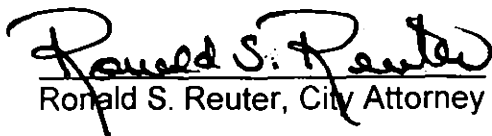
PASSED by the City Council this 4<sup>th</sup> day of June, 2007. APPROVED by the Mayor.

  
\_\_\_\_\_  
E. Allen Roth, Mayor

ATTEST:

  
\_\_\_\_\_  
Duncan Samuel, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ronald S. Reuter, City Attorney



CITY OF WESTWOOD HILLS, KANSAS

Ordinance No. 217

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

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

FAIRWAY	_____	_____	_____
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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)

WITNESSETH 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 shall be known by the name and style of "NORTHEAST ANIMAL CONTROL COMMISSION," ("NEACC") upon the terms and conditions hereinafter 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 commence May 1<sup>st</sup> (originally May, 1<sup>st</sup>, 1983) of the appointed year and expire on May 1<sup>st</sup> 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 and by the consolidated financing of personnel, equipment, and operating costs to enforce and provide Animal Control services. Animal Control shall be responsible 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, and 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; to lease or purchase real or personal property and equipment; to hire such employees as are needed and retain professional

services necessary to the operation of the animal control service; and to 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 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, and 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 of each participating city after January 1<sup>st</sup> 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, and 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 and supplies, the employment of personnel, including 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 year's budget. The budget shall be presented to the Governing Bodies of the participating cities on or before May 1<sup>st</sup> 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., hereinabove. 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 its contribution by no later than the last day of February of each year shall have such city's 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 upon 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 newspaper.
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 fewer 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 and except as set forth in Article V above.

ARTICLE VIII  
Disposition of Assets

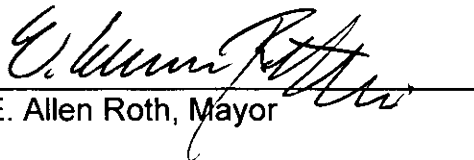
Immediately upon termination of the agreement by ordinance or resolution leaving fewer than two (2) participating cities, the Commission shall cease all operations. The commission shall freeze all financial assets or financial accounts except for payment of outstanding accounts. The commission shall advertise for and receive bids for the sale of all personal property, 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 in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrators of 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.

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

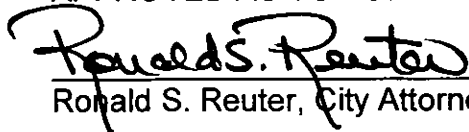
PASSED by the City Council this 4<sup>th</sup> day of June, 2007. APPROVED by the Mayor.

  
E. Allen Roth, Mayor

ATTEST:

  
Duncan Samuel, City Clerk

APPROVED AS TO FORM:

  
Ronald S. Reuter, City Attorney



Begin

End



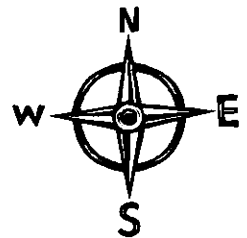
Portrait Feed Zone

**BREAK**

*Publication fees \$ 83.48*  
*Hope clipping to sheet*

Seven horizontal lines for writing, located below the handwritten text.

Landscape Feed Zone





# The Legal Record

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Olathe, KS 66051-0273  
(913) 780-5790

Publication Fees: \$83.48

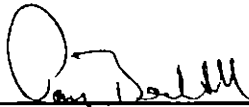
CITY OF WESTWOOD HILLS  
ATTN: MR. DUNCAN SAMUEL  
PO BOX 922  
SHAWNEE MISSION, KS 66201-0922

## Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS:  
Pam Bechtold, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Billing Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:


ORDINANCE NO. 217--6/12/07



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

June 13, 2007



Notary Public



My appointment expires: ~~December 31, 2009~~

AUG 21 2007

\$83.48

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fect 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 upon 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 newspaper.
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 fewer 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 and except as set forth in Article V above.

ARTICLE VIII

Disposition of Assets

Immediately upon termination of the agreement by ordinance or resolution leaving fewer 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 property, 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 in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrators of 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.

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

PASSED by the City Council this 4<sup>th</sup> day of June, 2007. APPROVED by the Mayor.

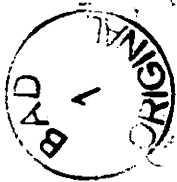
/s/ E. Allen Roth  
E. Allen Roth, Mayor

ATTEST:

/s/ Duncan Samuel  
Duncan Samuel, City Clerk

APPROVED AS TO FORM:

/s/ Ronald S. Reuter  
Ronald S. Reuter, City Attorney



CITY OF WESTWOOD HILLS, KANSAS

Ordinance No. 217

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 Westwood Hills, 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.

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

SECTION 1. The City of Westwood Hills, Kansas, shall 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 and the City Clerk of the City of Westwood Hills, 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 is 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)

WITNESSETH 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.

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.
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.
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 and by the consolidated financing of personnel, equipment, and operating costs to enforce and provide Animal Control services.
2. To study and provide new or effective methods of Animal Control, to develop and maintain communications with the Animal Control, and to develop and maintain communications with the Governing Bodies and residents of the participating cities to eliminate problems of Animal Control.
3. To receive donations, grants, or gifts; to lease or purchase real or personal property and equipment; to hire such employees as are needed and retain professional services necessary to the operation of the animal control service; and to 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.
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 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, and keep audio or transcribed minutes of all meetings.
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.

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.
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 and supplies, the employment of personnel, including employee benefits, and any sums needed to expand and improve the operation of the animal control program or service.
3. The commission has the authority to establish an increase in the annual assessment effective immediately after the scheduled first quarter meeting.
4. The commission reserves the right to add a special assessment to the cities for the purposes of a capital purchase as needed.
5. Any participating city that without ordinance, resolution and proper notification to the Commission, or for other reason, fails to make its contribution by no later than the last day of February of each year shall have such city's animal control service suspended for non-payment.

fect 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 upon 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 newspaper.
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 fewer 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 and except as set forth in Article V above.

#### ARTICLE VIII Disposition of Assets

Immediately upon termination of the agreement by ordinance or resolution leaving fewer 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 property, 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 in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrators of 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.

**SECTION 3.** This ordinance shall take effect upon publication in the official city newspaper.

PASSED by the City Council this 4<sup>th</sup> day of June, 2007. APPROVED by the Mayor.

/s/ E. Allen Roth  
E. Allen Roth, Mayor

ATTEST:

/s/ Duncan Samuel  
Duncan Samuel, City Clerk

APPROVED AS TO FORM:

/s/ Ronald S. Reuter  
Ronald S. Reuter, City Attorney

## Cherokee County voters OK casino issue

COLUMBUS, Kan. - Cherokee County voters have given overwhelming approval to the idea of building a state-owned casino in the county.

The referendum passed last Tuesday with 4,663 votes in favor and 2,054 votes opposed - a victory margin of nearly 70 percent to 30 percent, according to complete but unofficial results.

Last Tuesday's vote is only the first step in the process, and it likely would be two to three years before a casino is built in the county, if that ever happens.

Prospective developers for the casino will have 90 days after the election results are certified to submit a proposal for a casino to the Kansas Lottery

CONTINUED ON PAGE 11

## Hunters find tasty mushrooms at biological reserve

CONTINUED FROM PAGE 1

reserve and searched underneath fallen, rotting logs and tree limbs. As they continued their hunt, Kay talked about her obsession.

"Mushrooms are essential because they help rot wood in the forest," she said.

She points to mycelium, a white fibrous substance, on a rotting tree trunk lying on the ground.

"It looks like white paint, but that was a mushroom," she said. "That is the organism that later produces mushrooms."

Suddenly, Bruce shouts that he's found morels along the creek bed. Steps quicken toward his voice, and the hunters surround their prey. They pluck the spongy morels, which have pitted, yellowish-brown heads, and place them in their baskets. The mushrooms most likely will end up on their dinner tables, after being sauteed in butter or baked and stuffed with meats or vegetables.

"I just can't resist them," Kay said as she picked another one.

Kay, a retired psychologist, has been hunting and identifying mushrooms at Breidenthal for several years. Her husband, Richard "Skip" Kay, a retired University of Kansas history professor, authored "A Guide to Kansas Mushrooms," and together they have developed a checklist of mushrooms found in state.

"There are about 3,000 types of mushrooms in Kansas and we've identified about 1,000," she said.

As she hiked through Breidenthal, Kay pointed out different types of mushrooms:

- Polyporus alveolaris. Its small, orange cap appears on fallen hardwood branches during the spring and may persist through summer, according

to "A Guide to Kansas Mushrooms." The underside of the cap shows large hexagonal pores, and it has a stubby, nearly lateral stalk.

- Stereum. It appears as a parchment-like, shell-shaped crust on decaying tree limbs or logs. It is too leathery to eat.

- Tremella mesenterica, or witch's butter. A yellow-orange jelly that has the consistency of half-melted butter and appears on dead deciduous trees. The guide states the jelly dries into hard, shriveled masses that are easily revived with moisture.

The Kaw Valley Mycological Society, founded in 1986, hosts monthly mushroom hunting forays spring through fall, which allows Kay and other members to search for new types of fungi. Occasionally, friends will give Kay mushrooms they've found in Kansas.

On this day, she had an oyster mushroom in her freezer that someone had dropped off a day or two earlier.

"I'm not a real big eater of mushrooms, because I've had them on my table rotting from identifying them," she said.

Caleb Morse, collection manager at R.L. McGregor Herbarium on the University of Kansas's West Campus, said Kay and other Kaw Valley Mycological Society members have donated hundreds of mushroom specimens to the collection.

"They had no place to deposit the specimens so we serve as the depository," Morse said.

The herbarium has about 370,000 specimens, including plants, fungi, lichens and mosses, he said. About two-thirds are from the Great Plains.

The collection includes about 6,000 fungi specimens.

-AP

## Kansas Chamber of Commerce selects CEO

A government consultant has been named the new president and chief executive officer of the Kansas Chamber of Commerce, which advocates for businesses in the state.

Amy Blankenbiller, who will take the job July 16, is currently senior associate with Waterman & Associates, a privately owned governmental consulting firm in Washington, D.C.

Blankenbiller replaces Lew Ebert, who left in August to become president and CEO of the North Carolina Chamber

of Commerce.

Blankenbiller is a native Kansan, who before her work with Waterman & Associates, served as legislative director for the National Association of Homebuilders, congressional liaison for the U.S. Environmental Protection Agency and staff assistant to former Kansas Rep. Bob Whittaker.

Blankenbiller earned a bachelor's degree in political science from the University of Kansas.

-AP

# The Legal Record

P.O. Box 273  
Olathe, KS 66051-0273  
(913) 780-5790

Publication Fees: \$5.04

CITY OF WESTWOOD HILLS  
ATTN: MR. DUNCAN SAMUEL  
2004 WEST 50TH  
WESTWOOD HILLS, KS 66205

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Pam Bechtold, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Billing Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

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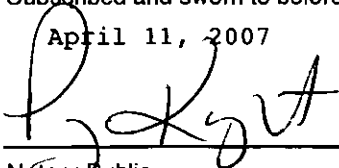
NOTICE OF PUBLIC HEARING: 2208 WEST  
50TH--4/10/07



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

April 11, 2007



Notary Public

PENNY KNIGHT  
Notary Public - State of Kansas

My appointment expires: December 31, 2009.

First published in The Legal Record Tuesday, April 10, 2007.

WESTWOOD HILLS, KANSAS  
NOTICE OF PUBLIC HEARING  
BOARD OF ZONING APPEALS

Notice is hereby given that the Board of Zoning Appeals of Westwood Hills, Kansas will hold a public hearing on Wednesday, May 2, 2007 at the Westwood City Hall, 4700 Rainbow, Westwood, Kansas at 7:00 o'clock p.m. for the purpose of hearing the request for variances to the rear and side yard setback requirements by the owner of the property at 2208 West 50th Terrace, Westwood Hills, Kansas. The property is illegally described as Lot 24 Block 15, except the east 2.5 feet thereof, Westwood Hills, a subdivision in Johnson County, Kansas.

Kerry Stanley, Chairman



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00158231

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Amount Paid	\$0.00
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