

City of Arkansas City

Board of City Commissioners

Agenda

Regular Meeting

Tuesday, January 8, 2013 @ 5:30 PM

City Commission Room, City Building – 118 W. Central – Arkansas City, Ks

I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions to the Agenda
4. Approval of the Agenda (Voice Vote)
5. Recognition of Visitors

II. Awards and Proclamations

III. Consent Agenda (Voice Vote)

1. Approval of December 18, 2012 Regular Meeting minutes as written.
2. Approval of December 28, 2012 Special Meeting minutes as written.

IV. Old Business

1. Second Reading of Charter Ordinance exempting the City from KSA 14-1305 relating to the appointment of resigned elected public officials. (Roll Call Vote)

V. New Business

1. Consider Resolution authorizing a purchase agreement with Cowley County Community College to transfer property located at 1826 S. Summit Street. (Voice Vote)
2. Consider Resolution authorizing an Interlocal agreement with the City, the City of Winfield, Kansas and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter.
3. Consider Resolution authorizing service agreement between the City and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter.
4. Consider Resolution authorizing the City to execute a GAAP waiver for the 2013 fiscal year.
5. Consider Resolution authorizing Nickolaus J. Hernandez, Jennifer Waggoner and Lesley Shook to act as authorized signers on City bank accounts.

VI. Other Business


VII. City Manager Updates

Adjournment



Item for City Commission Action


Section III Item 1

Date 1/8/2013	Citizen/Agency Contact	Department/Division Finance Department/City Clerk	Staff Contact Lesley Shook
Details	Consent Agenda Item - Approval of minutes from December 18, 2012 Arkansas City Commission Meeting.		
Description Please see attached			
Commission Options 1. Approve the minutes Recommended by Staff <u>1</u> Advisory Board _____			
Fiscal Impact: Amount: N/A Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:			
		SIGNATURE	



Item for City Commission Action


Section III Item 2

Date 1/8/2013	Citizen/Agency Contact	Department/Division Finance Department/City Clerk	Staff Contact Lesley Shook
Details	Consent Agenda Item - Approval of minutes from December 28, 2012 Arkansas City Special Commission Meeting.		
Description Please see attached			
Commission Options 1. Approve the minutes 2. Amend the minutes and Approve Recommended by Staff <u>1</u> Advisory Board _____			
Fiscal Impact: Amount: N/A Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:			
		SIGNATURE	



Item for City Commission Action

Section IV Item 1

Date 1/8/2013	Citizen/Agency Contact	Department/Division City Commission	Staff Contact Tamara Niles
Details	Second Reading of Charter Ordinance of the City of Arkansas City exempting such city from provisions of K.S.A. 14-1305 relating to the appointment of resigned elected public officials, and providing substitute and additional provisions relating thereto.		
Description After Kansas statute required Commissioners to appoint a replacement to fulfill resigning commissioner Joel Hockenbury's unexpired term, Commissioners requested staff draft a Charter Ordinance authorizing appointment only to the next City election, to allow Citizens to pick a commissioner to fill the remainder of the term. The proposed Ordinance attached does this.			
Commission Options 1. Approve Recommended by Staff <u>1</u> Advisory Board _____			
Fiscal Impact: Amount: N/A Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:			
		SIGNATURE	

(Published in the *Arkansas City Traveler*, on _____ and _____).

CHARTER ORDINANCE NO. 27

A CHARTER ORDINANCE OF THE CITY OF ARKANSAS CITY EXEMPTING SUCH CITY FROM THE PROVISIONS OF K.S.A. 14-1305 RELATING TO THE APPOINTMENT OF RESIGNED ELECTED PUBLIC OFFICIALS, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS RELATING THERETO.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act") provides that cities may exercise certain home rule powers, including adopting charter ordinances which exempt such cities from enactments of the Kansas Legislature; and

WHEREAS, the City of Arkansas City, Kansas (the "City") is a city, as defined in the Act, duly created and organized under the laws of the State of Kansas (the "State"); and

WHEREAS, K.S.A. 14-1305 is a part of an enactment of the Kansas Legislature (K.S.A. 14-1101 *et seq.*) relating commission forms of government in cities of the second class, which enactment is applicable to the City but is not uniformly applicable to all cities within the State; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 14-1305, and to provide substitute and additional provisions therefor in order to provide the Citizens of such City to elect resigning elected public officials in certain circumstances.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Exemption-K.S.A. 14-1305. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 14-1305 and does hereby provide the following substitute and additional provisions in place thereof:

In case of any vacancy from any cause in the office of mayor or any commissioner, the remaining members of the board of commissioners within 20 days after the occurrence of the vacancy shall appoint some suitable person to fill the vacancy for the shorter of (a) the balance of the unexpired term of such office; or (b) until the next regular City election. In the case of appointment to the next regular City election, the candidates in that election receiving the largest and second largest number of votes, respectively, in that election shall be elected for a four-year term; and the candidates receiving the third and fourth largest number of votes, respectively, in that election shall be elected for a two-year term.

If the remaining members cannot agree by majority vote upon some such suitable person, then they shall call in City Attorney who shall cast the decisive vote for such appointment. The resignation of the mayor or any commissioner elected shall be made in writing for their action thereon. If the mayor or any commissioner shall remove from the territorial limits of the city, such removal shall *ipso facto* be deemed to create a vacancy in such person's office.

Section 2. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision or section of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision or section had not been contained herein.

Section 3. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such a purpose.

PASSED by the governing body of the City by not less than two-thirds of the members-elect of the governing body on _____ and signed by the Mayor.

(SEAL)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, Clerk

DRAFTED AND APPROVED AS TO FORM:

Tamara L. Niles, City Attorney

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Charter Ordinance was passed on _____; that the record of the final vote on its passage is found in the City journal recording legislation, in chronological order; and that it was published in the *Arkansas City Traveler* on _____ and on _____.

DATED: _____.

Lesley Shook, City Clerk

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CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF COWLEY)

The undersigned, Clerk of the City of Arkansas City, Kansas (the "City"), does hereby certify that the governing body of the City duly adopted Charter Ordinance No. 27 (the "Charter Ordinance"), on _____; that the Charter Ordinance was duly published once a week for two consecutive weeks in the official City newspaper; that more than sixty (60) days has elapsed from the date of the last publication; and that there has been no sufficient written protest filed in my office against the Charter Ordinance, as provided in Article 12, Section 5, of the Kansas Constitution.

WITNESS my hand and official seal on _____, _____.

(Seal)


Lesley Shook, City Clerk

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Item for City Commission Action

Section V Item 1

Date 1/8/2013	Citizen/Agency Contact	Department/Division City Attorney	Staff Contact Tamara Niles
Details	Consider Resolution authorizing a purchase agreement with Cowley County Community College to transfer property located at 1826 S. Summit Street (Voice Vote)		
Description This legislation authorizes the City to transfer land to Cowley College at South Summit St. to demolish a building and add on to its athletic facilities, greatly improving the south entrance to Arkansas City. This is the final step in the "Cowley College land swap" that has been the subject of multiple prior pieces of legislation: first, the Commission approved a transfer of the native prairie grassland to a walking trail within the City; then the Commission approved a plat at this property, to ensure the City retained property bordering the river levy.			
Commission Options 1. Approve Recommended by Staff <input checked="" type="checkbox"/> Advisory Board _____			
Fiscal Impact: Amount: N/A Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:			
		SIGNATURE	

RESOLUTION NO. 2013-01-

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH COWLEY COUNTY COMMUNITY COLLEGE TO TRANSFER PROPERTY LOCATED AT 1826 S. SUMMIT STREET.

WHEREAS, The City of Arkansas City owns approximately 34 acres located at 1826 S. Summit Street, Arkansas City, Kansas; and

WHEREAS, the parcel was formerly designated as Native Prairie Grassland, subject to deed restrictions and planting requirements; and

WHEREAS, COWLEY COLLEGE has agreed to accept the transfer under the terms and conditions stated in the Purchase Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the City to execute a Purchase Agreement with Cowley College for the transfer of property located at 1826 S. Summit Street. Such Agreement is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: That the Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 8th day of January, 2013.

(Seal)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2013-01-____ of the City of Arkansas City, Kansas adopted by the governing body on January 8, 2013 as the same appears of record in my office.

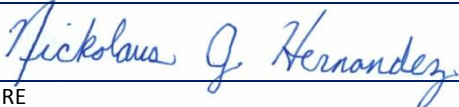
DATED: _____.

Lesley Shook, Clerk



Item for City Commission Action

Section V Item 2

Date 1/8/2013	Citizen/Agency Contact	Department/Division City Manager	Staff Contact Nick Hernandez
Details	Consider Resolution authorizing an Interlocal agreement with the City, the City of Winfield, Kansas and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter. (Voice Vote)		
Description This legislation authorizes the City to enter into an agreement with the City of Winfield, Kansas and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter. This agreement was last approved for 10 years ending in Feb. 2012. Staff recommends a new five year agreement for \$30,000.00 each year from Ark City (28k operations and 2k capital improvements) as well as inmate transport and property insurance coverage. Winfield agrees to a total of \$32,000.00.			
Commission Options <ol style="list-style-type: none">1. Approve Agreement as presented2. Table Agreement3. Amend Agreement and Approve Recommended by Staff <u>1</u> Advisory Board _____			
Fiscal Impact: Amount: \$30,000.00 Fund: General Department: Police Expense Code: <input checked="" type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:			
		SIGNATURE	

RESOLUTION NO. 2013-01-

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF WINFIELD AND COWLEY COUNTY HUMANE SOCIETY FOR THE OPERATION OF THE COWLEY COUNTY ANIMAL SHELTER AUTHORIZING THE MAYOR, CITY CLERK AND/OR CITY ADMINISTRATION TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CONSUMMATE THE PURPOSES AND INTENT OF THIS LEGISLATIVE ENACTMENT.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the City to execute an Interlocal Agreement with Cowley County Humane Society and the City of Winfield for the operation of the Cowley County Animal Shelter; a copy of which is attached hereto and made a part hereof.

SECTION TWO: That the Governing Body of the City of Arkansas City hereby authorizes the Mayor, City Clerk and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 8th day of January, 2013.

(Seal)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2013-01-____ of the City of Arkansas City, Kansas adopted by the governing body on January 8, 2013 as the same appears of record in my office.

DATED: _____.

Lesley Shook, Clerk

Interlocal Cooperation Agreement for the Operation of the Cowley County Animal Shelter

This Interlocal Cooperation Agreement hereinafter referred to as the Agreement is made and entered into this 8th day of January, 2013 by and between **Cowley County Humane Society, Inc.**, a 501c3 not for profit corporation registered in Kansas hereinafter referred to as "**Society**" the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as "**Arkansas City**", and the **City of Winfield**, a municipal corporation organized under the laws of the state of Kansas and hereinafter referred to as "**Winfield**".

PURPOSE

The purpose of this agreement is to provide for the continuity for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City. The shelter previously constructed under the Interlocal Agreement dated March 20, 2002, will continue to be operated by the Society in a safe, accessible and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SOCIETY, ARKANSAS CITY, AND WINFIELD AS FOLLOWS:

SECTION ONE

Cowley County Animal Shelter

The animal shelter, which was constructed by the Society, will be operated under the lease with Strother Field. A copy of the lease agreement and a description of the property hereinafter referred to as "**Premises**", is attached to this agreement as "**Exhibit A**".

SECTION TWO

Ownership Interests

Each City and the Society shall continue to have equal one-third (1/3) ownership interest in the shelter facility. Should the Society cease to exist for any reason, the Society agrees to donate its ownership interest in the facility to the two cities and each city shall upon such donation hold an equal ownership interest in the facility and leased interest in the premises for the continued operation of the humane shelter.

SECTION THREE

Operation of the Shelter, Operational Funding

The operation of the shelter is the responsibility of and under the direction of the Society. The Society has retained staff, organized volunteers, and otherwise proceeded to have the facility intake, house and disperse animals in accord with generally recognized standards for such shelters and in accord with federal, state and local regulations. The Society will continue to have necessary procedures and protocols in place to allow use of the shelter by the staff of Arkansas City and Winfield in carrying out their duties for animal control within their respective jurisdictions. Such protocols shall provide for the convenient intake of animals picked up by the city staff and for housing them in conformance with regulations established by city code in the two cities. The Society will undertake a regular program to educate persons in the county and those adopting animals to reduce the number of animals that are not properly cared for, and the number that are not spayed or neutered, to control the population of stray or unwanted offspring. Winfield will contribute \$30,000 annually and Arkansas City will contribute \$28,000 annually and consideration of in kind services to the operations of the shelter. While the cities will provide for support for the operation of the shelter, it is expected that the Society will receive the majority of its financing from fees, donations and contributed volunteer labor. Should circumstances change that require changes in the formula for operational funding the parties to this agreement shall negotiate a mutually acceptable amendment to the agreement.

Additionally, the Society, Winfield and Arkansas City shall contribute \$2,000 annually for capital improvements. The capital improvements need not be approved by the cities; however, it should be defined as any repair or addition of equipment or fixtures that stay with the building. Payments to the Society shall be made quarterly in advance. Both Arkansas City and Winfield shall appoint one representative to the governing board of the Society. The purpose of such representation shall be to foster good communication between the parties and to provide for appropriate oversight of the cities' investment in the community facility and service.

SECTION FOUR

Annual Reports

Upon request, the Society shall submit to Arkansas City and Winfield an annual report reviewing activities and performance of the Society and an Income and Expense Report. Such reports shall be filed in the principal offices of Arkansas City and Winfield no later than August 1st of the year following the close of the prior calendar year.

SECTION FIVE

Term of Agreement, Termination

This agreement shall operate from and after the date first above written until December 31, 2017. Any of the parties hereto may withdraw from this agreement by giving the other parties written notice. Any party so withdrawing from this agreement shall be obligated to pay its proportionate share as set forth in Section Two and Three for the twelve month period following the date of notice of withdrawal from this agreement. Upon termination, all assets and liabilities of the Shelter will be identified and a settlement agreement shall be negotiated by all parties for continued operation or closure of the Shelter.

SECTION SIX

Approval and Authorization

The Society, Arkansas City and Winfield warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the execution, delivery and performance of this agreement has been authorized by resolution of the Society and by ordinance of the cities and that the agreement constitutes a legal, valid and binding obligation upon the Society, Arkansas City and Winfield in accordance with its terms.

SECTION SEVEN

Notices

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and address:

Cowley County Human Society
7648 222nd Rd.
Winfield, KS 67156

City of Arkansas City
Board of City Commissioners
P.O. Box 778
Arkansas City, KS 67005

City of Winfield
Board of City Commissioners
P.O. Box 646
Winfield, KS 67156

SECTION EIGHT

Amendments

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

SECTION NINE

Binding Effect

This agreement shall be binding upon and the benefits inure to the parties hereto and their respective representatives, successors and assigns.

SECTION TEN

Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

SECTION ELEVEN

Venue

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

SECTION TWELVE

Severance

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever in a court of competent jurisdiction, such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

SECTION THIRTEEN

Effective Date

This agreement shall take effect and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

CITY OF WINFIELD, KANSAS

Mayor

ATTEST

City Clerk

CITY OF ARKANSAS CITY, KANSAS

Mayor

ATTEST

City Clerk

COWLEY COUNTY HUMANE SOCIETY

President

ATTEST

Secretary

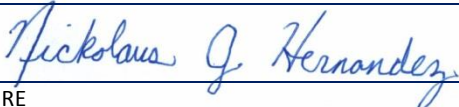
The foregoing amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Animal Shelter is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this _____ day of _____, 2012.

Derek Schmidt, Attorney General
State of Kansas



Item for City Commission Action

Section V Item 3

<u>Date</u> 1/8/2013	<u>Citizen/Agency Contact</u>	<u>Department/Division</u> City Manager	<u>Staff Contact</u> Nick Hernandez
Details	Consider Resolution authorizing service agreement between the City and the Cowley County Humane Society for the operation of the Cowley County Animal Shelter. (Voice Vote)		
<u>Description</u> This legislation authorizes the City to enter into an agreement with the Cowley County Humane Society for the operation of the Cowley County Animal Shelter. This agreement was last approved for 1 year ending in Dec. 2012 and automatically renews at the end of each year unless written notification is given thirty days prior to the start of the new year (Jan. 1). Staff recommends a new one year agreement.			
<u>Commission Options</u> <ol style="list-style-type: none"> 1. Approve Agreement as presented 2. Table Agreement 3. Amend Agreement and Approve Recommended by Staff <u>1</u> Advisory Board _____			
<u>Fiscal Impact:</u> Amount: Fund: General Department: Police Expense Code: <input checked="" type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
<u>Approved for Agenda by:</u>		 SIGNATURE	

ORDINANCE NO. 2013-01-4325

AN ORDINANCE AUTHORIZING A SERVICE AGREEMENT WITH THE COWLEY COUNTY HUMANE SOCIETY FOR THE OPERATION OF THE COWLEY COUNTY ANIMAL SHELTER AUTHORIZING THE MAYOR, CITY CLERK AND/OR CITY ADMINISTRATION TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CONSUMMATE THE PURPOSES AND INTENT OF THIS LEGISLATIVE ENACTMENT.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the City to execute an Service Agreement with Cowley County Humane Society for the operation of the Cowley County Animal Shelter; a copy of which is attached hereto and made a part hereof.

SECTION TWO: That the Governing Body of the City of Arkansas City hereby authorizes the Mayor, City Clerk and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 8th day of January, 2013.

(Seal)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2013-01-4325 of the City of Arkansas City, Kansas adopted by the governing body on January 8, 2013 as the same appears of record in my office.

DATED: _____.

Lesley Shook, Clerk

**COWLEY COUNTY ANIMAL SHELTER
SERVICE AGREEMENT**

THIS AGREEMENT, entered into this 8th day of January 2013, by and between the **CITY OF ARKANSAS CITY, KANSAS**, a municipal corporation of the State of Kansas with principal offices at 118 W. Central and hereinafter referred to as "**City**", and the **COWLEY COUNTY HUMANE SOCIETY**, a non-profit Kansas corporation with principal offices at 7468 222nd Road, Winfield, Kansas, and hereinafter referred to as "**CCHS**" as follows:

WHEREAS, the City presently provides animal control services on behalf of its citizens, and employs animal control officers and other City employees whose duties include the taking into custody of strays and other abandoned, abused, dangerous and injured animals; and

WHEREAS, the City has entered into an Interlocal Agreement with the City of Winfield and CCHS to construct and operate a humane shelter for use by the two cities and CCHS patrons; and

WHEREAS, the City and CCHS desire to enter into a contractual commitment by which such animal shelter services will be provided to the City by CCHS under terms which have been revised through current discussions and negotiations of the parties.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Operation of Shelter, Maintenance of Records. CCHS shall operate an animal shelter facility adjacent to and east of US77 on property leased from Strother Field, in Cowley County, Kansas, which shall be suitable for the humane housing, boarding, and care of animals, and which shall be approved for such use by the City. The animal shelter shall be licensed by the State of Kansas and operated in accordance with applicable regulations established by the State. The facility shall be maintained in a clean and sanitary manner at all times. The State of Kansas will regularly inspect the shelter. CCHS shall make copies of such State inspection reports available to the City

upon request. CCHS shall maintain a record on each animal brought to the shelter and shall provide a report to the City on the disposition of any animal brought to the shelter by the City upon request. CCHS shall also provide a report to the City on the operation of its services to the City upon request in a form deemed appropriate by the City provided that such report shall not be unduly burdensome to CCHS. The facility and its records shall be open for inspection by the City officials and State inspectors at reasonable times and upon reasonable notice.

2. Staffing, Hours of Operation, Veterinary Services. CCHS shall staff the animal shelter facility with paid staff and volunteers during appropriate business hours defined herein as 12 Noon to 5:00 p.m., Tuesday through Friday, and 10:00 a.m. to 2:00 p.m. on Mondays and Saturdays, except for holidays and closures for normal business reasons. During such times, the facility shall be accessible to the general public for the purposes of this Agreement. Should CCHS deem it appropriate to close the facility for general access one day a week in order to clean the facility, it may do so, but must permit animal redemptions by appointment. CCHS shall not be responsible for the direct provision of veterinary services for animals housed at the shelter through its staff. CCHS may contract with area veterinarians for such services, provided that the City on a case-by-case basis shall approve any veterinary services for animals placed in the facility by the City. In the case of emergencies, CCHS may engage a veterinary for services as may be appropriate to resolve the emergency.

3. Deliver of Animals to the Shelter. Throughout the term of this Agreement, the City shall deliver to the CCHS shelter facility, all uninjured dogs and cats taken into custody by the City, and CCHS shall receive and board such animals for the period of time as specified by the ordinances of the City and for the purposes therein provided. CCHS shall provide the City with access to the facility for purposes of delivering animals and carrying out its duties and responsibilities at times when such activities need to occur. CCHS shall also make their facilities and services available for the acceptance of unwanted or stray dogs and cats brought to CCHS by citizens of the City.

4. Recovery or Adoption of Animals in the Shelter. CCHS shall deliver all such animals to their owners when due and upon presentation of proper claim

documentation pursuant to the ordinances of the City. CCHS may charge a per diem fee for housing animals in the shelter. For any animal placed in the shelter under the authority of the City, and subsequently redeemed by the owner, the City will collect and remit to CCHS such per diem fees as may be due at the time the owner comes to the City to arrange for redemption of the animal. The City shall each month remit to CCHS per diem fees collected by the City for housing of such animals. CCHS shall establish and maintain an animal adoption program for unclaimed dogs and cats, which may include the requirement that each animal adopted shall be vaccinated for rabies, be spayed or neutered, and licensed if licensing is required under the laws and ordinances of the City. CCHS shall maintain reasonable procedures necessary to monitor compliance with such requirements.

5. Euthanasia of Animals. CCHS shall provide for the euthanizing of all animals delivered to it by the City or its citizens which are not claimed or adopted within the time provided in City ordinance, or as for which euthanasia has been directed by the officers or officials of the City to whom such authority has been granted under the ordinances of the City.

6. Sheltering of Animals Beyond the Required Time for Recovery. CCHS may, in its discretion and at its own expense, keep or maintain any animal or animals delivered to it by the City beyond the time provided for it to be reclaimed for purposes of adoption unless specifically directed to euthanize the animal by City officers or officials. CCHS will keep an account of the disposition of all such animals and provide a report to the City upon request.

7. Authority for Housing of Animals. All provisions of this Agreement conferring discretion on CCHS in reference to the disposition of animals brought to it by the City or its citizens shall nevertheless be subject to the authority conferred upon City officials by City ordinances to direct certain dispositions under certain prescribed circumstances, and CCHS shall comply with all such directions. Further, animals which have been brought to CCHS by authorized City personnel for “bite holds,” shall be handled consistently with applicable State law, compliance with such requirements being the principle responsibility of the City. The responsibility of CCHS as to animals brought to

CCHS by authorized City officials for “bite holds”, and in abuse cases and investigations, shall be that as a custodial agent of the City, with decisions regarding the length of the custody and regarding the disposition of such animals being the responsibility of the City until the City has formally released such animal from such custody.

8. Indemnification. The City shall be responsible for all animals while in the custody of the City and prior to delivery to CCHS, and shall indemnify and hold CCHS harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within its control. CCHS shall be responsible for all animals while in the custody of CCHS and after delivery to CCHS by the City, and shall indemnify and hold the City harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within its control, provided that the City shall be responsible for any claim that results from an action which the City directs CCHS to take.

9. Compensation, Fees. For the services provided under this agreement, the City shall compensate CCHS according to the terms of the Interlocal Agreement, a copy of the applicable section of which is attached as Exhibit A. CCHS may charge additional fees to citizens and patrons of the shelter for services rendered such as boarding, grooming, adoption, veterinary services, training, etc. CCHS shall post a register of standard charges and provide a current copy to the City upon request. Such charges shall be appropriate and reasonable and conform to the intent of this agreement and the Interlocal Agreement.

10. Amendments to Agreements. This Agreement may be amended from time to time by mutual written agreement of the parties. The agreement may only be terminated by written mutual agreement of the parties and upon termination of the Interlocal Agreement.

11. Term and Effect of Agreement, City Ordinances. This Agreement shall take effect upon its full execution by both parties. The term of the agreement shall be for one (1) year from and after the date first written above. The agreement shall automatically renew for a similar term of one (1) year unless either party: (1) Gives the other party written notice of non-renewal no less than thirty (30) days prior to the expiration date of the current term; or, (2) Insufficient funds are appropriated and

budgeted otherwise are not available in any fiscal period in which payments are required under this Service Agreement; then, without penalty, liability or further expense unto the City, this Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations are made. No such non-renewal shall relieve either party from its obligation under the Interlocal Cooperation Agreement. In the event of a non-renewal notice, the parties shall operate under the terms of the old agreement until a new agreement is negotiated and placed into effect. It is expressly agreed that all references herein to the laws and ordinances of the City shall and do include all future amendments and additions to said laws and ordinances; provided, however, that if any such amendments or additions serve to materially alter the responsibilities of CCHS hereunder, or serve to materially increase their liability exposure, then the parties shall consider the matter for negotiation of appropriate amendments to this agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the date first above written.

CITY OF WINFIELD, KANSAS

Mayor

ATTEST

City Clerk

CITY OF ARKANSAS CITY, KANSAS

Mayor

ATTEST

City Clerk

COWLEY COUNTY HUMANE SOCIETY

President


ATTEST

Secretary



Item for City Commission

Action Section V Item 4

Date 1/8/2013	Citizen/Agency Contact	Department/Division City Manager	Staff Contact Nick Hernandez
Details Consider Resolution authorizing the City to execute a GAAP waiver for the 2013 fiscal year. (Voice Vote)			
Description This legislation authorizes the City to waive financial reporting requirements under GAAP. Kansas State Legislature passed a law requiring all municipalities in Kansas to meet the requirements of Generally Accepted Accounting Principles (GAAP), which included the requirements of fixed assets accounting. Many units of local government protested as the requirements are time consuming and costly for the benefit provided. In light of this cost, staff recommends the City waive the GAAP and fixed asset accounting requirements. Additionally, this will allow for cash basis statements that relate better to the state budget documents. As required by K.S.A. 75-1120a(c)(1) the Director of Accounts and Reports automatically grants a GAAP waiver for the year the annual resolution stipulates, provided that the resolution contains wording substantially similar to that provided in K.S.A. 75-1120a(c)(1).			
Commission Options <ol style="list-style-type: none"> 1. Approve GAAP Waiver 2. Table GAAP Waiver 3. Deny GAAP Waiver <p>Recommended by Staff <u>1</u> Advisory Board _____</p>			
Fiscal Impact: Amount: Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:		 SIGNATURE	

RESOLUTION NO. 2013-01-

A RESOLUTION AUTHORIZING A GAAP WAIVER TO BE IN EFFECT FOR FISCAL YEARS 2013, 2012, and 2011 BY THE CITY OF ARKANSAS CITY, KANSAS.

WHEREAS, The City of Arkansas City), Kansas, has determined that the financial statements and financial reports for the years ended December 31, 2013, 2012, and 2011 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Arkansas City; and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the years ended December 2013, 2012, and 2011.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of Arkansas City, Kansas, in regular meeting duly assembled this 8th day of January 2013 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Arkansas City, Kansas for the years ended December 2013, 2012, and 2011.

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

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION TWO: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 8th day of January, 2013.

(Seal)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Tamara Niles, City Attorney

CERTIFICATE

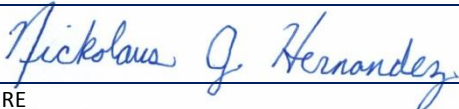
I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2013-01-____ of the City of Arkansas City, Kansas adopted by the governing body on January 8, 2013 as the same appears of record in my office.

DATED: _____.

Lesley Shook, Clerk



Item for City Commission Action Section V Item 5

Date 1/8/2013	Citizen/Agency Contact	Department/Division City Manager	Staff Contact Nick Hernandez
Details	Consider Resolution authorizing Nickolaus J. Hernandez, Jennifer Waggoner and Lesley Shook to act as authorized signers on City bank accounts. (Voice Vote)		
Description This legislation authorizes the City Manager Nickolaus J. Hernandez, City Treasurer Jennifer Waggoner , and City Clerk Lesley Shook to act as the signatories on all bank accounts owned by the City of Arkansas City. Any and all other signatories on all City accounts immediately shall be removed, as from this day forward they lack authority to sign or otherwise act on the City' s behalf.			
Commission Options 1. Approve Signature Changes 2. Amend Signature Changes Recommended by Staff <u>1</u> Advisory Board _____			
Fiscal Impact: Amount: Fund: Department: Expense Code: <input type="checkbox"/> Included in budget <input type="checkbox"/> Grant <input type="checkbox"/> Bonds <input type="checkbox"/> Other (explain) <input type="checkbox"/>			
Approved for Agenda by:		 SIGNATURE	

RESOLUTION NO. 2013-01-2802

A RESOLUTION AUTHORIZING CITY MANAGER NICKOLAUS J. HERNANDEZ, CITY TREASURER JENNIFER WAGGONER, AND CITY CLERK LESLEY SHOOK TO ACT AS AUTHORIZED SIGNERS ON CITY BANK ACCOUNTS.

SECTION ONE: The Governing Body hereby authorizes City Manager Nickolaus J. Hernandez, City Treasurer Jennifer Waggoner, and City Clerk Lesley Shook to act as the signatories on all bank accounts owned by the City of Arkansas City. Any and all other signatories on all City accounts immediately shall be removed, as from this day forward they lack authority to sign or otherwise act on the City's behalf. That the Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION TWO: The Mayor and /or City Manager of the City of Arkansas City, Cowley County, Kansas are authorized and directed to execute any and all documents necessary to consummate the purposes and intents as expressed in this Legislative Enactment and, if executed by the Mayor or other person authorized by law to act in the event of the absence or inability of the Mayor to act), the City Clerk or Deputy City Clerk is directed to attest to and affix the official Seal of the City thereon. City Administration is authorized to submit additional information as may be required and the office of the City Manager shall act as the official representative of the City of Arkansas City, Cowley County, Kansas in this and subsequent related activities.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas, Kansas this 8th day of January, 2013.

(Seal)

Charles Tweedy III, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2013-01-____ of the City of Arkansas City, Kansas adopted by the governing body on January 8, 2013 as the same appears of record in my office.

DATED: _____.

Lesley Shook, Clerk