



City of Leavenworth
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JUNE 27, 2023 6:00 P.M.

Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting
Meetings are televised everyday on Channel 2 at 6 p.m. and midnight and available for viewing on YouTube

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATION:

1. Parks & Recreation Month (pg. 02)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from June 13, 2023 Regular Meeting **Action:** Motion (pg. 03)

Second Consideration Ordinances:

3. Second Consideration Ordinance No. 8219 Amending Code of Ordinances, Chapter 30 Offenses, Article I, Section 30-8
Illegal Camping **Action:** Roll Call Vote (pg.11)

NEW BUSINESS:

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions)-Public comment is limited to 2-3 minutes and no action will be taken by the Commission on public comment items - Please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

4. Mayor's Appointment **Action:** Motion (pg. 14)

Bids, Contracts and Agreements:

5. Consider Award of Bid for Demolitions of Unsafe and Dangerous Structures **Action:** Motion (pg. 15)
6. Consider Animal Control Services Agreement between the City of Leavenworth and the City of Tonganoxie
Action: Motion (pg. 20)

Consent Agenda:

Claims for June 10, 2023, 2023 through June 23, 2023, in the amount of \$1,567,646.65; Net amount for payroll #12 effective June 16, 2023, in the amount of \$399,965.76 (Includes Police & Fire Pension in the amount of \$10,383.15).

Action: Motion

Reports:

Discussion Items:

Other:

7. Executive Session – Preliminary Discussion of Acquisition of Real Property **Action:** Motion (pg. 31)

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the mental and emotional health of all citizens, and contributing to the economic and environmental well-being of a community and region; they build active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled; and*

WHEREAS, *parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and*

WHEREAS, *parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and*

WHEREAS, *our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature; and*

WHEREAS, *the U.S. House of Representatives has designated July as Parks and Recreation Month; and*

WHEREAS, *the City of Leavenworth recognizes the benefits derived from parks and recreation resources.*

NOW, THEREFORE, *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas do hereby proclaim the month of July 2023 as:*

Parks & Recreation Month

in the City of Leavenworth and I call upon all citizens and civic organizations of Leavenworth to observe this month, as sanctioned by the U.S. Congress, with appropriate ceremonies and activities.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-seventh day of June in the year of two-thousand and twenty-three.*

Jermaine Wilson, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Jermaine Wilson, Mayor Pro-Tem Griff Martin and Commissioners Nancy Bauder, Camalla Leonhard and Edd Hingula.

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Chief Building Inspector Harold Burdette, Fire Chief Gary Birch, Police Chief Patrick Kitchens, Planning & Community Development Director Julie Hurley, City Planner Bethany Falvey, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

Mayor Wilson asked everyone to stand for the pledge of allegiance followed by silent meditation.

PRESENTATIONS AND PROCLAMATIONS:

2023 Celebration of Juneteenth – Mayor Wilson read the proclamation recognizing the 2023 Celebration of Juneteenth. The proclamation was accepted by Joana Scholtz.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Leonhard moved to accept the minutes from the May 23, 2023 regular meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8217 Acquisition of Land or Interests by Condemnation in Connection with U.S. 73 Choctaw to Seneca Improvement Project – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the May 23, 2023 meeting. Public Works Director Brian Faust provided the following information:

- 24 easements in total were needed
- Almost finished up with receiving 7 more easements
- Need to continue the process in order to keep the project moving

Mayor Wilson called the roll and Ordinance No. 8217 was unanimously approved.

Second Consideration Ordinance No. 8218 Amending Code of Ordinances, Chapter 38 Solid Waste, Article II Collection and Disposal – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the May 23, 2023 meeting.

Mayor Wilson called the roll and Ordinance No. 8218 was unanimously approved.

Public Comment: *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Dinah Zeck 1924 Pine Ridge Dr.:

- Representing Leavenworth County Historical Society
- June 24th at Riverfront Community Center is the Buffalo Bill Cody's Wild West event
- Invited all to come out and enjoy the event
- Tickets are \$50

Stacey McCowen 500 Shawnee:

- Read a letter from Maryann Sachse Brown
- Buffalo Bill event recognizes the past while also passing on the spirit of pioneering to the future

General Items:

Review Unsafe & Dangerous Structures; Given 60 Day Extension at April 11, 2023 Meeting – Planning & Community Development Director Julie Hurley and City Planner Bethany Falvey provided the current status of each property granted a 60-day extension at the April 11, 2023 meeting:

- 612 N 2nd Street – Single family house, last water service 1/3/2022. New roof and windows have been put in

Bob Wooten 615 N esplanade, neighbor:

- Property has been really bad for 3 years
- Appreciate the new roof, but not enough improvements have been made

Commissioner Bauder:

- Asked how long the property has been vacant

Commissioner Leonhard:

- Asked when was the last communication from property owner

Ms. Hurley:

- We've not had any contact and there have been no permits pulled

Commissioner Martin:

- Asked if the property owner was notified of all that is required to be repaired on this property

Ms. Hurley:

- Absolutely

Kevin Lis 4424 Broadway Terrace, associate with Mr. Wesley, owner of the property:

- Stated the owner put in the windows and the next step is siding

Mayor Wilson:

- Asked what is the next step if it stays on the demo list

Ms. Hurley:

- The Commission has previously provided permission to move forward with demolition, but if someone is actively working on the property, staff has discretion to remove it from demolition

There was consensus by the Commission to continue with the demolition process.

- 710 S 7th Street – Single family house and accessory structure, no active water service since 2008. No change in status from April 11, 2023 meeting.

Kevin Lis 4424 Broadway Terrace, property owner:

- Intent is to knock it down, but wants to ensure he can rebuild

Ms. Hurley:

- Mr. Lis has been provided with the information he needs in order to proceed with combining lots and replatting the property
- To date the City has not received any paperwork from the property owner to proceed with that process

There was consensus by the Commission to continue with the demolition process.

- 701 Chestnut Street – Single family house and accessory structure. Building Permit for new roof issued on 5/2/2023. Exterior work ongoing.

Commissioner Bauder:

- Asked if the repairs that have been made are enough to remove it from the demo list

Ms. Falvey:

- Reviewed the Remediation Agreement items with the Commission

There was consensus by the Commission to remove the property from demolition list.

- 200 Osage Street – Accessory structure. Building Permit for removal of 2nd story was issued on 3/24/2023. Work is ongoing

Commissioner Bauder:

- Asked if the 1st story is salvageable

Ms. Hurley:

- Once the 2nd story comes off a new roof is required and a new roof requires a permit and inspection

There was consensus by the Commission to grant 60 day extension to review at the August 22, 2023 meeting.

- 229 Osage Street – Single family house. Active Building Permits for interior and exterior renovations, work is ongoing.

There was consensus by the Commission to grant 60 day extension to review at the August 22, 2023 meeting.

Ms. Falvey, provided an update on 1030 Miami:

- The property owner has received a demolition permit

Commissioner Leonhard:

- Asked how long do you have with a demo permit to remove the property

Ms. Hurley:

- 60 days

Review Unsafe & Dangerous Fire Damaged Structure; Given 30 Day Extension at May 9, 2023 Meeting – Chief Building Inspector Harold Burdette provided the following background information: On November 10, 2022 the structure was damaged by fire; City received check from insurance proceeds for \$34,500.00. A public hearing was held May 9, 2023 regarding the status of repairs or demolition. The Commission adopted Resolution B-2334 giving the owners 30 days to complete repairs or demolish the structure. The owner has been working with City staff towards obtaining a demolition permit. Staff was notified today that they can now proceed with issuing the demolition permit. Staff recommends allowance of additional time of 45 days for the completion of the demolition. This property would come back before the Commission at the August 8, 2023 meeting if the extension is approved.

Commissioner Bauder moved to grant a 45 day extension for completion of the demolition for 1015 Ottawa Street. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0

Resolutions:

Resolution B-2338 Setting Public Hearing for Unsafe and Dangerous Fire Damaged Structure at 707 Pawnee Street – Chief Building Inspector Harold Burdette provided the background information: A fire significantly damaged this structure on March 29, 2023. The City has received insurance proceeds and the funds are to be used by the City to either remove the structure if the owner decides not to address the issue, or be returned to the property owner once repairs are completed and the structure is ready for occupancy. The Inspection staff have spoken with persons who intend to repair the structure, but no request for a building permit has been received. A public hearing is required to determine if the structure should be demolished or if the owner will commit to making improvements within a timeframe acceptable to the City Commission. This Resolution sets the public hearing for July 25, 2023.

Commissioner Hingula moved to adopt Resolution B-2338 setting the public hearing for July 25, 2023 regarding the unsafe fire damaged structure located at 707 Pawnee Street. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Award of Bid for Fire Department Concrete Driveway Replacement Project – Fire Chief Gary Birch presented for consideration approval to replace a specific amount of concrete driveway at two of the

fire stations. Both rear and front drives have been in bad condition for several years. The joint cracks have become so bad that patching with asphalt is no longer a viable option. The Fire Department requested a total of \$128,000 for concrete replacement to be completed in 2023 and 2024. 500 square yards of concrete will be replaced in 2023 and 2024. Staff recommends awarding this project to Kaaz Construction as their proposal meets our scope of work and budgeted amount.

Commissioner Bauder moved to award the Fire Department Concrete Driveway Replacement Project to Kaaz Construction in the amount of \$64,000.00 per year, not to exceed total of \$127,500.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Award of Bid for 2023 Pavement Management Project – Parking Lot and 7th Street Program – Public Works Director Brian Faust presented for consideration award of the 2023 Pavement Management-Parking Lot & 7th Street Program. The components of the 2023 program include micro-surfacing, mill and overlay, parking lot upgrades and major repair and maintenance work beyond the scope of the Streets Division. The Parking Lot & 7th Street Program for 2023 includes the City parking lot & streets listed below:

- City Hall East Parking Lot (Parking lot surface, concrete repairs, alley repairs, ADA ramps, sidewalks & curbs)
- 7th Street between Kiowa and Alley North of Dakota (ADA Ramps, sidewalk, curbs & asphalt pavement)

The project plans were prepared by Alfred Benesch & Company and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. Bids were opened on June 7, 2023. Baker Construction met all the bidding requirements and have completed concrete construction projects for the City in the past.

Commissioner Martin moved to approve and award the 2023 Pavement Management – Parking Lot & 7th Street Program to Baker Construction in an amount not to exceed \$570,324.50. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Award of Bid for Tandem Axle Dump Truck with Spreader Controls and Plow Attachments – Public Works Director Brian Faust presented for consideration the purchase of 2023 Freightliner 108SD Plus Tandem Axle Dump Truck with spreader controls and plow attachments for the Street Division. The 2023 CIP included funding for replacement of a 2008 International 7400 Tandem Axle Dump Truck. The 2008 dump truck is inoperable due to a blown engine. Trade-in value from both bidders was extremely low and staff recommends that the 2008 truck be placed on the Purple Wave auction site. Delivery of the vehicle is up to 365 days once they receive the purchase order. The difference between the budget and the actual cost will be made up by the reserves in the CIP Sales Tax Fund.

Commissioner Hingula:

- Asked if the CIP sales tax fund can handle the difference

Mr. Kramer:

- The reserves have sufficient funds to cover the difference

Commissioner Leonhard moved to award the bid and approve the purchase of a 2023 Tandem Axle Dump Truck with spreader controls and plow attachments from Premier Truck Group of Kansas City, in an amount not to exceed \$230,307.00. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Award of Bid for Sidewalk Improvement Project on Dakota Street – 5th to 7th – Planning & Community Development Director Julie Hurley noted that CDBG Funds can be used for infrastructure projects, within the defined low/moderate income area. Had funds that needed to be reallocated and public works had a project readily available that meets the requirements with using Federal Funds, so CDBG is assisting with funding on this project. Public Works Director Brian Faust presented for consideration award of the Sidewalk Improvement Project on Dakota Street. This project is part of the on-going sidewalk repair and replacement work funded by the City’s portion of the countywide sales tax. For 2023, funding is available to complete a section of sidewalk on Dakota Street from 5th Street to 7th Street. In addition to dedicated sidewalk funding, Community Development is providing CDBG funding to assist with the project. The project plans were prepared by BG Consultants and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. Bids were opened on June 7, 2023. Kaaz Construction met all the bidding requirements and have completed sidewalk improvement projects for the City in the past. Work is expected to begin later this summer or fall with completion prior to the end of the year. The project consists of new ADA ramps and sidewalks along the south side of Dakota Street from 5th to 7th.

Commissioner Hingula moved to award the Sidewalk Improvements Project on Dakota Street between 5th and 7th to Kaaz Construction in an amount not to exceed \$90,530.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Public Works Director Brian Faust provided a brief status update on the entire 2023 Pavement Management Programs starting in August. Mr. Faust reviewed the following:

- Micro-surfacing and crack sealing
- Mill and overlay
- Parking lot and 7th street project

First Consideration Ordinances:

First Consideration Ordinance Amending Code of Ordinances Section 30-8 Illegal Camping – Police Chief Patrick Kitchens presented for first consideration an ordinance amending the Illegal Camping section of the City Code of Ordinances. On July 6, 2021 the Leavenworth City Commission passed an ordinance titled Illegal Camping that prohibited certain behaviors on public property. The ordinances provided the Police Department with the tools to better manage the homeless population in areas such as public parks, under bridges, and those that are in the right-of-way. We’ve had several circumstances of fairly large homeless encampments that required Police and Public Works to intervene and clean up and it’s been effective. Officers are now experiencing a challenge of our homeless population occupying vacant lots that are privately owned. In some instances, the owners of the property are indifferent or simply don’t visit the property very often. Currently, it has to be dealt with using the Code Enforcement staff and that can take time to remedy. The proposed change asks to adopt a 10 day period of camping on private property. That language does include an exemption. Officers have also had trouble clarifying permission from the owner. The proposed change establishes clearly how ownership is determined.

Mayor Wilson:

- Asked for clarity on the ordinance changes

Commissioner Martin:

- Asked the Chief to expound on some recent incidences that got out of hand

Chief Kitchens:

- The department has had a lot of difficulty ascertaining the property owner
- We were getting complaints from neighbors
- Other issues have been large amounts of trash, camp fires, and property owners who are indifferent who do not cooperate

Commissioner Bauder:

- Asked shouldn't camping on private property already be illegal

Chief Kitchens:

- We have codes in place through code enforcement, but that is usually a lengthy timeframe to resolve, where changing the code allows the City to take quicker action

Attorney Waters:

- Provided a legal explanation to the ordinance presented

Ms. Hurley:

- Advised that there are land use and code enforcement regulations to address using property as a camp ground, which is not allowed and would be enforced through the code enforcement practices

Commissioner Martin:

- Would like an update in the future to see if the changes have been effective

Mr. Kramer:

- Stated the City has heard from some property owners on this already advising no one has permission to be on their property

Commissioner Hingula:

- Asked if the City knows how many beds are available at homeless shelters in the City

Chief Kitchens:

- Part of our obligation is to check and see if any of the exceptions are met before enforcement commences

There was consensus by the Commission to place on first consideration.

Consent Agenda:

Commissioner Bauder moved to approve claims for May 20, 2023 through June 9, 2023, in the amount of \$1,942,425.96; Net amount for Payroll #11 effective June 2, 2023 in the amount of \$356,850.63 (No Police

and Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- DARE Camp is going on this week, there will be a DARE Camp cookout on Friday
- Pool season is going well, the new kiddie pool features should be delivered in the next several weeks

Commissioner Leonhard:

- Have a great rest of the week

Commissioner Hingula:

- Glad to be back

Commissioner Martin:

- Have a great week

Commissioner Bauder:

- Looking forward to nice weather and a nice weekend

Mayor Wilson:

- Looking forward to Juneteenth celebration
- St. Vincent Clinic is doing a Beat the Heat event at Dougherty Park at 10 a.m. tomorrow
- Wished everyone a Happy Father's Day

Adjournment:

Commissioner Hingula moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 6:59 p.m.

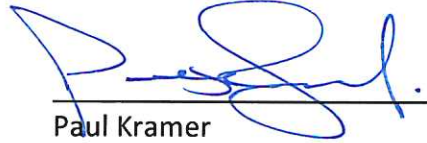
Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8219
AMENDING CODE OF ORDINANCES, CHAPTER 30 OFFENSES, ARTICLE I, SECTION 30-8, ILLEGAL
CAMPING

JUNE 27, 2023



Sarah Bodensteiner, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 13, 2023 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING CHAPTER 30, OFFENSES, ARTICLE I, BY
AMENDING SECTION 30-8, ILLEGAL CAMPING, OF THE CODE OF THE
CITY OF LEAVENWORTH, KANSAS.**

There have been no other changes since first consideration.

Ordinance No. 8219 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8219

(Summary Published in the Leavenworth Times on June 30, 2023)

ORDINANCE NO. 8219

AN ORDINANCE AMENDING CHAPTER 30, OFFENSES, ARTICLE I, BY AMENDING SECTION 30-8, ILLEGAL CAMPING, OF THE CODE OF THE CITY OF LEAVENWORTH, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH KANSAS:

Section 1: That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 30, Offenses, Article I is hereby amended and added to read as follows:

Section 30-8. Illegal Camping

(A) Definitions:

(1) "Camping" shall mean the use of land to conduct one or more "specified activities" (defined below) when, based upon such use, it reasonably appears, considering all the circumstances, that the participants, in conducting the specified activities, are using the area as a living accommodation regardless of the intent of the participants or the nature of any other activities in which they may be engaging. Camping shall not include residing in a permanent structure that may be lawfully occupied as a permanent or temporary residence.

(2) "Specified activities" shall include one or more of the following:

(a) sleeping or preparing to sleep, such as laying down bedding.

(b) storing personal belongings including, but not limited to, clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar materials.

(c) making any fire for the purpose of warmth, or cooking (excluding cooking on a designated city grill as part of a city approved shelter reservation).

(d) erecting a tent, lean-to, or other similar temporary structure.

(3) "Owner" shall mean the individual or entity designated as the owner of the property through the public records filed with Leavenworth County Register of Deeds. If the owner cannot be ascertained by such records, then the consent is deemed invalid.

(B) It shall be illegal to engage in camping on private property without the consent of the property owner. Camping on private property is only permitted for a maximum of 10 days per month.

(C) It shall be illegal to engage in camping within 10 feet of any doorway, loading dock, stairway, or fire escape.

(D) It shall be illegal to engage in camping on any public right-of-way or public property located within the City of Leavenworth.

(E) Exclusions

(1) Approved visitors to the City of Leavenworth Riverfront Park Campground, who follow the rules and regulations of the Riverfront Park Campground, shall be excluded from enforcement of this section.

(2) Camping on any public property for a special event that has been approved by the City Manager or his/her designee, shall be excluded from the enforcement of this section.

(3) Camping on private property for a period of more than 10 days, when a special permit has been approved by the City Manager or his/her designee, shall be excluded from enforcement of this section.

(F) Affirmative Defense.

It shall be an affirmative defense to this charge if all the local homeless shelters defendant would qualify to attend were full on the date of the offense.

(G) Penalty.

Upon a conviction of a violation of this section, the violator shall be fined in an amount not to exceed \$500 or sentenced to a jail term not to exceed 30 days, or both.

Section 2: EFFECTIVE DATE. This ordinance shall take effect and be in force, from and after its passage, approval, and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Leavenworth, Kansas on this 27th day of June, 2023.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, City Clerk

MAYOR'S APPOINTMENTS

JUNE 27, 2023

Mayor Wilson

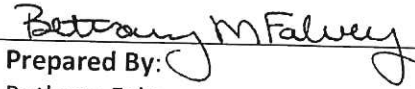
"Move to

*Appoint to the **Convention & Tourism Committee** Brendan Sheehan to an unexpired term ending January 31, 2024.*

Requires a second and vote by the Governing Body.

POLICY REPORT
Leavenworth City Commission
Consider Bids for Demolitions

JUNE 27, 2023



Prepared By:
Bethany Falvey,
City Planner



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION:

On April 11, 2023, the Leavenworth City Commission adopted Resolution B-2331 finding a total of 10 structures as unsafe and dangerous and authorizing the demolition of such structures. Since that time, one structure has been demolished by the owner, one repaired to the level that it no longer meets the criteria of being unsafe and dangerous, one structure has an active demolition permit, and two structure is currently operating under an extension given by the Commission.

The three remaining properties to be demolished include:

- 817 N. 16th Street – single family house and accessory structures
- 212 Olive Street – single family house and accessory structure
- 1128 Quincy Street – Single family house

A solicitation for bids for the demolition of the above noted structures was published, and submitted bids were opened by staff on June 20, 2023. A total of two bids were submitted. One bid was incomplete. Denton Excavating submitted the low bid in the amount of \$36,593.

Funds for the demolition of the properties are allocated in the Community Development Block Grant budget. No general funds will be utilized.

RECOMMENDATION:

Staff recommends acceptance of the demolition of 3 properties from Denton Excavating, in an amount not to exceed \$36,593.

ATTACHMENTS:

Resolution B-2331
Bid Tabulation

(To Be Published in the Leavenworth Times on April 14, 2023)

RESOLUTION NO. B-2331

A FINDING THAT CERTAIN STRUCTURES HEREIN DESCRIBED ARE UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the environmental officer of the City of Leavenworth, Kansas, did on the 6th day of December 2022 file with the Governing Body a statement in writing that certain structures hereinafter described are unsafe and dangerous; and

WHEREAS, the Governing Body did adopt Resolution No. B-2326 fixing the time and place of a hearing at which the owner, their agents, any lienholders of record, and occupants of such structures could appear and show cause why such structure should not be condemned and ordered repaired or demolished and providing for giving notice thereof as provided by law; and

WHEREAS, Resolution No. B-2326 was published in the official City newspaper on February 17, 2023 and February 24, 2023, and a copy of said Resolution was mailed and served on the owner, agents and/or lienholder of record of such structure as provided by law; and

WHEREAS, on April 11, 2023, the Governing Body heard all evidence submitted by the environmental officer of the City and heard any evidence submitted by the owner, agents, or lienholders of record.

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

Section 1. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is **ten (10) days** from the date of the publication of this resolution, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

1. A one-story wood frame house and any accessory structures on the property located at **817 N. 16th Street**, legally described as a tract beginning at the NE corner of a tract bounded on the N by Dakota Street, and on the East by 16th Street, thence West 115 feet, then South 100 feet, thence East 115 feet,



then North to the point of beginning in the City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0782701013001000.

2. A one-story wood frame house and any accessory structures on the property located at **1030 Miami Street**, legally described as, City of Leavenworth, Leavenworth County, Kansas, described as Lots 26, 27, and 28, Block 2, Ewing, Roelefson and Company's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772603403011000.
3. A one-story wood frame house and any accessory structures on the property located at **212 Olive Avenue**, legally described as the Lots 12 and 13, Block 9, Clark and Rees Addition to the City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773602034008010.
4. A one-story wood frame house and any accessory structures on the property located at **1128 Quincy Street**, legally described as Lots 34 and 35, Block 11, Stillings Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773503018016000.

Section 2. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is listed below, or within the number of days after publication of this resolution as listed below, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

The following properties are hereby given an extension for repair or removal at which time the Governing Body will review at their regular meeting to be held on **June 13, 2023**.

1. A one-story wood frame house and any accessory structures on the property located at **612 N. 2nd Street**, legally described as Lots 12, 13, 14, 15 and 16, Block 12, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 07725031004000.
2. A one-story brick frame house and any accessory structures on the property located at **710 S. 7th Street**, legally described as the S 44' Lot 1 and S 44' of 40' Lot 2 in Block 37 of the Clark and Rees Addition, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773602039011000.
3. A one and a half story brick frame house and any accessory structures on the property located at **701 Chestnut Street**, legally described as the S 14' of N 96' of Lots 1 and 2 and N 84' of Lot 1 in Block 37 of the Clark and Rees Addition, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773602039001000.
4. A two-story detached garage/shed located at **200 Osage Avenue**, legally described as Lots 1 and 2, Block 27, Leavenworth City Proper, City of Leavenworth,

Leavenworth County, Kansas. CAMA No. 0772503106022000.

5. A two-story wood frame house and any accessory structures on the property located at **229 Osage Street**, legally described as Lot 17 in Block 26 in Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772503107012000.

Section 3. Be it further resolved that the City Clerk shall cause this Resolution to be published once in the official City newspaper and a copy mailed to the owner, agents, and/or lienholder of record, and occupants or served personally as provided by law.

ADOPTED THIS 11th day of April 2023.



Jermaine Wilson, Mayor

{seal}

ATTEST:



Sarah Bodensteiner, CMC City Clerk



Policy Report No. 6-2023
2023 Animal Control Services Agreement
City of Leavenworth and City of Tonganoxie
June 27, 2023

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

Authorize an agreement between the City of Leavenworth and the City of Tonganoxie for Animal Control Services.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

In early May of 2023 the Chief of Police for the Tonganoxie Police Department, (TPD) Greg Lawson, reached out to the Leavenworth Police Department to open a dialogue about expanding our agreement for services. The current agreement (attached) simply allows for the TPD the opportunity to drop off an animal at the facility, if space is available, for a \$50 fee and a \$20 per day fee for housing. If necessary, there are additional fees for vet care, euthanasia and disposal. TPD also is responsible for transportation.

The new agreement would provide a Leavenworth Animal Control Officer to respond to the City of Tonganoxie and take possession of animals and return them to the Leavenworth AC Facility. It does not require Leavenworth AC Staff to respond to the initial call for service. Our staff would house, feed, water, and generally care for the animal until resolution.

Chief Lawson provided they anticipate needing Leavenworth AC services approximately 1 time per month. In 2021 they had 10 instances and in 2022 they had 12 instances. Staff is comfortable they will be able to absorb these animals, however, we have built a 6 month trial period into the agreement. Additionally, the city has the ability to opt out of the contract if it becomes an undue burden or takes away from our ability to provide services to the citizens of Leavenworth.

BUDGET IMPACT:

The City of Leavenworth would receive \$1,100 per month for the duration of the agreement. Additionally, the city would receive any fees and fines associated with animals brought in by TPD. TPD would also pay for any necessary vet care for animals they bring in.

COMMISSION ACTION:

Authorize the City of Leavenworth to enter an Animal Control Services Agreement with the City of Tonganoxie.

**Chief Lawson received approval from the Tonganoxie City Commission on Monday, June 19, 2023.

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between the Cities of Leavenworth, Kansas, and Tonganoxie, Kansas, is for the provision of specified services by the City of Leavenworth on behalf of the City of Tonganoxie.

1. The City of Leavenworth agrees to provide housing, feeding, adoption, euthanasia and disposal services at its Animal Control Facility for dogs and cats brought in to that location by Tonganoxie Police or Animal Control Officers.
2. All services provided shall be of the same level of quality provided to animals housed for the City of Leavenworth.
3. The City of Leavenworth shall not be financially responsible for any health care or medical treatment needed by animals housed under this agreement. The Animal Control Supervisor shall have final authority regarding the physical condition of animals placed at the Animal Control Facility and shall have the authority to order veterinarian care for all such animals. The Tonganoxie Police Department shall be notified if such care is ordered for animals brought in under this agreement and they shall assume the costs for all needed care.
4. The City of Leavenworth will not provide any transportation for animals covered under this agreement.
5. Services for animals brought in from outside the City of Leavenworth shall be on a space-available basis and the City of Leavenworth reserves the right to hold back uncommitted resources for city animals.
6. This agreement is not exclusive and available space shall be offered to all parties on a first come first served basis.
7. All housing and service allocation decisions shall be made by the Leavenworth Chief of Police or his designee.
8. No animal shall be released, euthanized or placed up for adoption without a written directive from the Tonganoxie Chief of Police, or his designee.
9. The Leavenworth Animal Control Supervisor shall determine adoptability of any animal surrendered under this agreement.
10. All fees for adoption services shall be paid by the adopting party and shall be retained by the City of Leavenworth in accordance with city ordinance.
11. The City of Leavenworth agrees to provide the City of Tonganoxie with a detailed account of services provided and fees due on a monthly basis.

12. The City of Tonganoxie agrees to pay, to the City of Leavenworth, a \$50.00 intake fee per animal and \$20.00 per day, or any portion of a day, for each dog or cat housed by the Animal Control Facility on the behalf of Tonganoxie Animal Control. The City of Tonganoxie shall provide transportation for all animals so housed.
13. The City of Tonganoxie agrees to pay, to the City of Leavenworth, \$20.00 for the euthanasia of each animal handled on their behalf. Additionally, the City of Tonganoxie agrees to pay a fee of \$0.65 per pound for the disposal of the animal carcass.
14. The City of Tonganoxie agrees to protect, indemnify and hold harmless the City of Leavenworth and its agents from any claims, cost or expense resulting from the use of these animal control services by the City of Tonganoxie.
15. The City of Tonganoxie agrees to maintain general liability insurance in the amount of Five Hundred Thousand Dollars (\$500, 000.00) per occurrence.
16. The term of this agreement shall be for a period of one year and shall begin January 1, 2015. Changes to this agreement and the provisions therein shall be made at the time of renewal.
17. This agreement shall be self renewing. Either party shall reserve the right to cancel the agreement upon thirty (30) days notice to the other.

City of Tonganoxie, Kansas

By

Mayor

Dated:

11-17-2014

Attest:

Tonganoxie City Clerk

City of Leavenworth, Kansas

By

Mayor

Dated:

Attest:

[Signature]
Leavenworth City Clerk



ANIMAL CONTROL SERVICES AGREEMENT

THIS ANIMAL CONTROL SERVICES AGREEMENT ("Agreement") made as of _____, 2023, between the **City of Leavenworth, Kansas** ("Leavenworth") and the **City of Tonganoxie, Kansas** ("Tonganoxie"), (collectively, the "Parties"), shall govern the provision of animal control services by Leavenworth on behalf of Tonganoxie.

WHEREAS, Leavenworth desires to provide animal control services for Tonganoxie; and

WHEREAS, Tonganoxie desires to engage Leavenworth to provide animal control services for Tonganoxie; and

WHEREAS, the Parties agree it is in the best interests of the Parties to cooperate to achieve the goals of the Agreement; and

WHEREAS, K.S.A. 12-2908 authorizes the Parties to cooperate in the provision of animal control services, provided that this Agreement must be authorized by the governing body of each of the Parties;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

Sec. 1. Engagement.

Leavenworth and Tonganoxie agree that Leavenworth will render animal control services to Tonganoxie, as more fully described in Section 4 of this Agreement.

Sec. 2. Payments.

- A. As consideration for the performance of the services described in Section 4 below, Tonganoxie will pay Leavenworth, subject to appropriation by the City Council, \$1,100 each month of the Initial Term of this Agreement, as described in Section 3 below. After the Initial Term, the services and the fees may be adjusted if deemed necessary by the Parties. If not so adjusted, then the fees established in this Agreement as to the Initial Term shall apply during the full Term (as defined below).
- B. All fees associated with animal pickup, boarding, and adoption/euthanasia (if applicable) will be provided by Leavenworth; specifically, such costs are inclusive in the \$1,100 fee paid by Tonganoxie each month. Leavenworth will retain any collected fees recovered from citizens or any other entity, in relation to costs Leavenworth incurred for the care of said animals.
- C. Notwithstanding subsection B above, in addition to the monthly fee provided in subsection A above, Tonganoxie shall reimburse Leavenworth for any veterinary care services related to animals taken by Leavenworth to any veterinary facility or for which Leavenworth otherwise arranged for veterinary services.
- D. Leavenworth shall retain any fees collected related to animal surrenders.

- E. Tonganoxie agrees to pay Leavenworth on a monthly basis, upon receipt of invoices from Leavenworth, indicating the number of calls received, number of calls responded to, and results of each call.
- F. Animal owners, attributed to Tonganoxie animal pickups, will be responsible for direct payment to Leavenworth for animals temporarily in the custody of Leavenworth Animal Control. At the discretion of Leavenworth, these fees should be paid prior to any animal being released, and fees will be retained by Leavenworth.
- G. Payment of Leavenworth monthly invoices will be processed within thirty days of submittal after approval of payment by Tonganoxie.

Sec. 3. Term of Agreement.

The Parties agree to an initial term of 120 days after the date of this Agreement for both Parties to evaluate whether the arrangement under this Agreement is beneficial to both Parties (“Initial Term”). In the event the Parties agree to extend the Agreement, the term of this Agreement (“Term”) shall be for one (1) year, commencing upon the expiration of the Initial Term. The Parties shall have the opportunity to negotiate a multi-year agreement beginning 60 days prior to the end of the Term.

Sec. 4. Scope of Services.

Except as otherwise set forth below as to responsibilities of Tonganoxie, Leavenworth shall perform the following services:

- A. Respond to calls for service in a timely manner as is customary and ordinary for animal control. “Animal” shall mean domestic dogs and cats and other small domestic animals, and shall not include hooved animals or wildlife. Hours of response will generally be from 8 a.m. to 5 p.m., Monday through Friday. After-hours or emergency calls will be handled by Tonganoxie police officers; specifically, dropping off after-hour Animal pickups at the Leavenworth Animal Control facility. Tonganoxie will only request after-hours assistance in the event of a vicious Animal call. Leavenworth will only page on-call personnel to the Tonganoxie address in a vicious Animal circumstance.
- B. Provide containment and transport of all apprehended Animals from Tonganoxie to Leavenworth Animal Control in the circumstances listed in subsection A above.
- C. If applicable, coordinate with veterinarian about treatment of recovered Animals.
- D. Coordinate housing for recovered Animals.
- E. Coordinate with Tonganoxie about surrender of Animals and housing and care of surrendered Animals. Surrenders shall only be accepted during Leavenworth’s regular hours, and surrender will be at Leavenworth’s discretion. Tonganoxie will advise citizens that “surrenders” are the responsibility of the owner, inclusive of transport to the Leavenworth Animal Control facility. Leavenworth will not be responsible for response to Tonganoxie in such situations. Applicable fees should be charged to the Animal owner at the time of surrender and retained by Leavenworth.

- F. Provide care for Animal in the interim of applicable disposition (return to owner, adoption, euthanasia, veterinary treatment, etc.).
- G. In the event of an Animal bite, Tonganoxie (through its Police Department) will coordinate with the veterinarian, Animal owner, and Leavenworth Animal Control to ensure vaccinations are current (if no proof of vaccinations that Animal is not infected with rabies, and document same). Tonganoxie will relay information to Leavenworth and provide timely correspondence about foreseeable Animal disposition.
- H. Coordinate adoption or release of Animal to responsible owner or party.
- I. Maintain log of calls, responses and final disposition of calls and provide year-end report for use by both Parties.
- J. Maintain a relationship in good standing with jurisdictional partners, animal shelters, and veterinarians.
- K. Conduct all work in a manner that promotes positive rapport with the general public, municipal staff, and neighboring jurisdictions.
- L. If applicable, draft appropriate reports for submittal to and testimony in municipal court, district court, or federal court as required by Tonganoxie. Leavenworth shall not be responsible for initiation or issue of citations to appear in Tonganoxie Municipal Court, but shall cooperate with Tonganoxie city staff regarding same.
- M. Animal control shall not include disposal of dead animals in roadway or other locations in Tonganoxie.
- N. Animal control shall not include trapping and relocating of feral animals.
- O. The Parties further agree as follows:
 - (i) Each party shall designate a person to act as the primary point of contact for the implementation of this Agreement (see Section 5 below).
 - (ii) Each party shall make available to the other all existing data and records that are relevant to the services outlined by this Agreement that is relevant to successful performance under the Agreement.
 - (iii) Leavenworth shall prioritize calls within Leavenworth city limits in order not to disrupt service levels in Leavenworth, but will make attempts to accommodate Tonganoxie after Leavenworth calls for service are satisfied.
 - (iv) If Leavenworth experiences changes in staffing or other disruptions, either temporarily or permanently, that would impact the services contemplated by this Agreement, Leavenworth shall notify Tonganoxie of issues impacting the services contemplated by this Agreement as soon as practical, and the Parties may consider whether termination of this Agreement is advisable.

Sec. 5. Notices.

All notices required by this Agreement shall be in writing and sent by regular U.S. Mail, postage prepaid or commercial overnight courier to the following:

Tonganoxie: City Manager
City of Tonganoxie, Kansas
P.O. Box 326
Tonganoxie, Kansas 66086
(913) 845-2620

Leavenworth: City Manager
City of Leavenworth, Kansas
100 N 5th St
Leavenworth, Kansas 66048
(913) 682-9201

Sec. 6. Insurance.

The parties recognize that actions or omissions in connection with services to be provided by Leavenworth under this Agreement may result in, or give rise to, claims against Tonganoxie or Leavenworth, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Leavenworth has obtained liability insurance relating to the operation of Leavenworth Animal Control, its Animal Control Officers, and vehicles used in connection with the services contemplated by this Agreement. Part of the cost of these policies is allocated to Tonganoxie and included in the monthly fee identified in Section 2.A above. Tonganoxie shall be named as an "additional insured" party on both such insurance policies, such "additional insured" coverage to: be on a primary and noncontributory basis with respect to Tonganoxie's own coverage; provide limits to Tonganoxie of no more (and no less) than \$500,000 per occurrence; and contain a "severability of interests" or "separation of insureds" feature.

In addition, both Parties carry general liability insurance and both Parties agree that they will use best efforts to cause their respective insurance companies to waive any subrogation rights that such companies may have against Leavenworth or Tonganoxie, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Leavenworth or Tonganoxie, or both, for alleged injuries or damages that are not covered by such insurance policies. With respect to such uninsured claims, the parties agree that: Tonganoxie should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission that gives rise to the claim relates primarily to a risk that would not have been incurred by Leavenworth if Leavenworth were not providing services to Tonganoxie under this Agreement; and Leavenworth should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission that gives rise to the claim relates primarily to the operation or policies of Leavenworth and services provided to Tonganoxie under this Agreement are only incidental to the situation.

Accordingly, the Parties agree to examine the circumstances surrounding any claim that is not covered by insurance and that relates to or arises from actions or omissions in connection

with services provided or to be provided by Leavenworth under this Agreement at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim which are to be paid by Tonganoxie, and the appropriate percentage of such costs which are to be paid by Leavenworth.

Sec. 7. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Kansas. In accordance with K.S.A. 12-2908(c), as amended, this Agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*, and amendments thereto.

Sec. 8. Compliance with Laws.

Leavenworth shall comply with all federal, state and local laws, ordinances and regulations applicable to the services and this Agreement.

Sec. 9. Default and Remedies; Termination.

- A. The occurrence of any of the following events by either party for 30 days after receipt by the defaulting party of written notice thereof and defaulting party's failure to cure, or to diligently commence the cure of, the same, shall deem that party in material default of this Agreement:
 - (i) Failure to comply with any of the material provisions required of either party under this Agreement; or
 - (ii) The suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing either party from performing under this Agreement; or
 - (iii) Nonpayment by either party of any sums required to be paid or remitted herein.
- B. If Leavenworth shall be in default or breach of any provision of this Agreement, Tonganoxie may terminate this Agreement, suspend Leavenworth's performance, withhold payment or invoke any other legal or equitable remedy after giving Leavenworth notice and opportunity to correct such default or breach.
- C. If Tonganoxie shall be in default or breach of any provision of this Agreement, Leavenworth may terminate this Agreement or invoke any other legal or equitable remedy after giving Tonganoxie notice and opportunity to correct such default or breach.
- D. This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party.
- E. Tonganoxie may terminate this Agreement at any time for any reason it would be in the best interests of Tonganoxie provided that Tonganoxie notifies Leavenworth in writing at least 30 days in advance of the effective date of cancellation. Tonganoxie will pay Leavenworth for the work completed under the terms of this Agreement as of the date of termination.

- F. Leavenworth may terminate this Agreement at any time if for any reason it would be in the best interests of Leavenworth, provided that Leavenworth notifies Tonganoxie in writing at least 30 days in advance of the effective date of cancellation. Tonganoxie will pay Leavenworth for the work completed under the terms of this Agreement as of the date of termination.
- G. Parties shall communicate from time to time regarding the status of the Agreement and whether its purposes are being met, or whether termination of the Agreement is advisable.

Sec. 10. Waiver.

Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived by Leavenworth except by written consent of Tonganoxie, and forbearance or indulgence by Tonganoxie in any regard whatsoever shall not constitute a waiver of same to be performed by Leavenworth to which the same may apply and, until complete performance by Leavenworth of the term, covenant or condition, Tonganoxie shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by both Parties.

Sec. 12. Headings; Construction of Contract.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

Sec. 14. Audit.

- A. During the Initial Term, the Term, and for a period one (1) year after the expiration or termination of this Agreement, the Tonganoxie City Manager or designee(s) shall have the right to audit this Agreement and all books, documents and records relating thereto. The cost of such audit shall be borne by Tonganoxie.

B. Leavenworth shall maintain all its books, documents and records relating to this Agreement for a period one (1) year after the expiration or termination of this Agreement. The books, documents and records of Leavenworth in connection with this Agreement shall be made available to the Tonganoxie City Manager or designee(s) within 30 days after the written request is made.

Sec. 15. Assignability or Subcontracting.

Leavenworth shall not subcontract, assign or transfer any part or all of Leavenworth's obligations or interests without Tonganoxie's prior approval. If Leavenworth shall subcontract, assign, or transfer any part of Leavenworth's interests or obligations under this Agreement without the prior approval of Tonganoxie, it shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, Tonganoxie and Leavenworth have caused this Animal Control Services Agreement to be duly executed as set forth below.

CITY OF LEAVENWORTH, KANSAS

CITY OF TONGANOXIE, KANSAS

By: _____
Jermaine Wilson, Mayor

By: _____
David Frese, Mayor

ATTEST:

ATTEST:

By: _____
Sarah Bodensteiner, CMC, City Clerk

By: _____
Daniel Porter, Acting City Clerk

**EXECUTIVE SESSION
PRELIMINARY DISCUSSION OF THE ACQUISITION OF REAL PROPERTY**

JUNE 27, 2023

CITY COMMISSION ACTION:

Motion:

Move the City Commission recess into executive session for a period of _____ minutes for the purpose of discussing the acquisition of real property pursuant to the *preliminary discussion of the acquisition of real property* exception per K.S.A. 75-4319 (b) (6). The City Commission, City Manager, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at _____p.m.