

OSAWATOMIE CITY COUNCIL
SPECIAL MEETING AGENDA
June 29, 2017
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Comments from the Public
Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
6. Presentations & Proclamations
 - A. Proclamation – Flood of 2007 - 10th Anniversary
7. Business
 - A. Moon's Fireworks Permit Modification
 - B. Special Event Permit Application – 15th St. from Main to Parker
 - C. Proposal – Sewer Plant Evaluation and Budgeting – JEO
 - D. Planning Commission Recommendations – RV Park
 - i. Rezoning
 - ii. Text Amendments
 - iii. Conditional Approval
8. Council Report
9. Mayor's Report
10. City Manager & Staff Reports
11. Executive Session – Confidential Information of a Business
12. Adjourn

NEXT REGULAR MEETING – July 13, 2017

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

NOTICE OF SPECIAL MEETING

The Council, being the Governing Body of the City of Osawatomie, Kansas.

You are hereby notified that pursuant to a written request, I have called and do hereby call a special meeting of the Council of the City of Osawatomie, Kansas, be held at **Memorial Hall** in said City at 6:30 p.m. on **Thursday, June 29**, 2017 for the following purpose:

Public Comment

Proclamation – Flood of 2007 10th Anniversary

Moon’s Fireworks Permit Modification

Proposal – Sewer Plant Evaluation and Budgeting – JEO

Planning Commission Recommendations – RV Park

Council Reports

Mayor’s Report

City Manager and Staff Reports

Executive Session – Confidential Information of a Business

Special Event Permit Application – 15th St. from Main to Parker

DATED this 26th day of June, 2017.

/s/ L. Mark Govea

L. Mark Govea, Mayor
City of Osawatomie, Kansas

CITY OF OSAWATOMIE



PROCLAMATION ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, the City of Osawatomie has suffered the effects of river flooding throughout its history and untold amounts of damage and destruction have been caused by flooding; and

WHEREAS, on July 1, 2007 our city was partly destroyed in one of the worst natural disasters in the city's history; and

WHEREAS, the “Flood of 2007” brought many days of struggle and great distress. Those days tested our community, and they revealed resilience more powerful than any storm, and

WHEREAS, we will forever be grateful for the many governmental entities and the countless organizations and volunteers; and

NOW, THEREFORE, I, L. Mark Govea, Mayor of Osawatomie, Kansas do hereby proclaim the 1st day of July, 2017 as

“FLOOD OF 2007” – 10TH ANNIVERSARY DAY OF REMEMBRANCE

in Osawatomie and encourage all citizens to honor those who endured the flood and those who put their lives back together in its aftermath.

Proclaimed this 29th day of June, 2017.

L. Mark Govea, Mayor

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 29, 2017

AGENDA ITEM: Moon's Fireworks Permit Modification

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: We received a request from Mike Moon the week of June 19, requesting that he be able to use his store for the sales of fireworks this year. He also requests that if he can't meet requirements that he is able to continue to use the tent as he has in previous years. To make the change or additional of a venue to the permit, staff believes the Council must approve the change to the permit since it is an item approved by the Council.

Moon's will not be able to sell fireworks on the 29th, until the Council approves the permit. However, inspections will be done prior to the 29th, at the same time as the other vendors, so that sales can occur once the permit is approved.

COUNCIL ACTION NEEDED: Consider approval of the permit modification.

STAFF RECOMMENDATION TO COUNCIL: Subject to approval by the State Fire Marshal, staff recommends approval of the modification.

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

2017

APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand: MOON'S FIREWORKS

Location of Stand: NE CORNER 6TH & WALNUT of Storage: SAME
MOON'S/BOWS PARKING LOT

Applicant's Name: MIKE MOON

Address: 111 ROHRER HTS DR

Home #: [REDACTED] Cell #: [REDACTED] Email: [REDACTED]

Fed ID #: [REDACTED] State of KS Tax ID #: [REDACTED]

I understand and agree to follow the laws of the State of Kansas and the Ordinances of the City of Osawatome. I have received a copy of the City of Osawatome Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature: [REDACTED] Date: 5/31/17

Applications for the sale of fireworks shall be filed with the City Clerk between January 1 & May 31 of the year in which the permit is to be effective. Upon submittal of the application with the permit fee, the City Council will consider the application for approval at their next regularly scheduled meeting. However, all necessary documents must be received by the Deputy City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31st deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY (Stand Fee \$1,000)

Date of Application: 05-31-17 Receipt #: 55615 Check #: 1300

- _____ **Drawing**
- _____ **Certificate of Insurance - City of Osawatome MUST be named as ADDITIONAL INSURED**
- _____ **If located in a tent, proof of flame retardant.**
- _____ **Letter of permission from property owner (if applicable).**
- _____ **Letter of permission from property owner of structures, etc. within 50' (if applicable).**
- _____ **Electricity Temporary Hookup** Rcpt #: _____ Check #: _____

_____ Council Approval Date
_____ Endorsement of Chief of Police, Fire Chief, Utility Distribution Supervisor & Building Official
(Inspection sheet attached)
_____ Permit Approved by Deputy City Clerk Signature: _____

From: Mike Moon [REDACTED]
Sent: Tuesday, June 27, 2017 12:13 PM
To: Ashley Kobe
Subject: Request to move fireworks stand

Ashley,

Could I request an alternative location for Moon's Fireworks? We'd like to move the location from the parking lot to inside the grocery store at 701 6th street, formerly Ron's Country Market.

This request is subject to city inspection and approval. If the building location would not pass inspection for whatever reason, we would still want to operate the stand in the previously approved tent location on the parking lot.

We will operate in one or the other, not both locations. I am the owner of the building and approve this request.

Let me know if you have questions.

Thanks

--

PLEASE NOTICE OUR NEW MAILING ADDRESS AND PHONE NUMBER

Mike Moon

Moon's Hometown Markets

PO Box 427

Osawatomie, KS 66064

913-755-6666 x100

www.my-moons.com

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 29, 2017

AGENDA ITEM: **Proposal for Improvements at the Wastewater Treatment Plant**

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: Accompanying this memo is a proposal from JEO Consulting Group for the next phase of improvements to the wastewater treatment plant, which include upgrading the UV disinfection, the sequencing batch reactor (SBR) aeration, grit removal, and digester aeration systems. Once completed, the City will utilize the resulting design memorandum to budget for the needed improvements. The memorandum will also help the City determine what work can be self-performed and what work should be performed under contract with a vendor/installer.

COUNCIL ACTION NEEDED: Review, discuss, and determine whether to approve the proposal.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends approval of JEO's scope of services outlined in the proposal for a fee not to exceed \$11,304.00.



May 16, 2017

Blake Madden
Director of Public Works
City of Osawatome
439 Main Street
Osawatome, KS 66064

RE: Request for Proposal for Wastewater Treatment Facility Evaluation and Budgeting
JEO Project No. 170131.00

Dear Mr. Madden:

JEO Consulting Group, Inc. is pleased to submit this proposal for evaluation of the wastewater treatment facility and budget preparation. Following is our understanding of the work required, scope of work and proposed fees. We are available to start work immediately upon notice to proceed.

PROJECT DESCRIPTION:

See the attached "Exhibit A"

SCOPE OF SERVICES:

See the attached "Exhibit A"

TERMS AND CONDITIONS:


Fee: The fee to complete professional services provided shall be billed based on an hourly, not to exceed basis. The not to exceed value is \$11,304.00.

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors, or omissions. We will invoice monthly for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month). Payments will be credited first to interest, then principal.

This proposal represents the entire understanding between Client and Engineer with respect to the Project and may only be modified in writing and signed by both parties. This agreement may be terminated by either party at any time. Any additional services shall be on the standard hourly billing rates for JEO Consulting Group, Inc.

If the scope and fee presented in this letter are agreeable with your understanding of this project, please execute the proposal by signing and dating below and returning one executed copy back to JEO. If you have any questions concerning this letter, or if you need anything further from us now, please call me at 402.314.4006.

Sincerely,



Marc E. Rosso, PE
Sr. Project Manager
JEO Consulting Group, Inc.

Accepted this day of , 2017.

Blake Madden
Director of Public Works

EXHIBIT A

PROJECT UNDERSTANDING

JEO Consulting Group, Inc. (JEO) understands that the City of Osawatomie is in need of an evaluation of their wastewater treatment facility (WWTF) disinfection system, sequencing batch reactor (SBR) aeration system, grit removal, and digester aeration. In addition, the City desires to know what the cost implication will be to automate the SBR to accomplish total nutrient removal. As part of this project JEO will provide a basis of design memo to assist with decision making for the design and construction phases.

SCOPE OF WORK

1. Project Management

- a. The Project Manager will serve as point of contact and will maintain the project schedule and budget. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process monthly invoices, progress reports; prepare project correspondence.

2. Meetings

- a. Conduct one (1) progress meeting via teleconference in which a review will be conducted of the progress at 90% completion.

3. Prepare Inventory of Existing WWTF Infrastructure

- a. Review existing flow records, construction plans, maps and previously written facility evaluations.
- b. Review maintenance documentation provided by City staff.
- c. Review available documents from the Kansas Department of Health and Environment including, but not limited to, Discharge Monitoring Reports (DMRs), Pretreatment Permits, and facility site evaluations.
- d. Utilizing vendor contacts, gather existing equipment specifications and design parameters.

4. Evaluate Existing Facilities

- a. Review the water quality of the influent and effluent. This will include average and peak influent flow and loadings as well as effluent quality. Consult with KDHE to determine future limits.
- b. Complete a review of the existing facility and consult with Sanitaire to determine the best performance of the SBR for nutrient treatment.
- c. Evaluate the capacity and adequacy of the disinfection, SBR aeration and digester components of the WWTF. SBR aeration evaluation shall include blower capacity, diffusers within the basin, and SBR cycle timing.
- d. Evaluate the existing electrical capacity and current loads at the facility to determine feasibility of future equipment.
- e. Evaluate the size of the existing grit handling building and equipment to determine replacement options for grit classifier.
- f. Review current permit limits set by the Kansas Department of Health and Environment and discuss expected future limits.

Task	Joy	Rosso	Synhorst	Brambila	D. Peterson	Korf	Hours and Fees
	\$ 160	\$ 175	\$ 135	\$ 117	\$ 185	\$ 87	
Exhibit B	QA/QC	Project Manager	Project Engineer	CADD	Electrical	Administration	
Project Management Meetings		8					8
Prepare for and attend teleconference at 90% meeting		1	2				3
Prepare Basis of Design							
Prepare Inventory of Existing WWTF Infrastructure							
Gather existing equipment specifications and design parameters			1				1
Evaluate the physical condition of the various components of the WWTF via correspondence with City Staff and pictures (no site visit)			1				1
Review the water quality of the influent and effluent and initiate correspondence with KDHE. Influent and effluent water quality to be provided to SBR manufacturer.			6				6
Complete a review of the existing facility and consult with Sanitaire			4				4
Evaluate the capacity and adequacy of the disinfection, grit handling, SBR aeration and digester components			4				4
Evaluate the existing electrical capacity					4		4
Develop and Evaluate Alternatives							
Develop recommendations for improvements			16				16
Develop preliminary design criteria			4				4
Create scoring criteria and comparison analysis between competing equipment manufacturers			6				6
Develop opinions of project cost			4		1		5
Provide conceptual layouts and sketches			6	6			12
Conduct internal QA/QC	2						2
Revised QA/QC comments and submit to Owner and address comments			2				2
Prepare and submit final basis of design memo to Owner via email			1			1	2
Subtotal Hours	2	9	57	6	5	1	80
Subtotal Fees	\$ 320	\$ 1,575	\$ 7,695	\$ 702	\$ 925	\$ 87	
Total fee							\$ 11,304

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the

care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: June 29, 2017

AGENDA ITEM: Zoning Regulations Text Amendment

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: The Planning Commission met on June 20th to reconsider their recommendation to the city council for a 90-day length of stay maximum at all travel trailer parks in the City of Osawatomie. The Commission reconsidered the original recommendation and discussed alternatives. The Commission is recommending a draft amendment to the Osawatomie Zoning Regulations that requires all residents to register with the park owner and long-term residents to also register with the city after 120 days at the travel trailer park. The proposal allows the city manager to request a special use permit be revoked, if the park is cited three or more times in any 12-month period for any violations of this text amendment or nuisance violations.

The Planning Commission discussed all the proposed staff changes with the owner of the proposed new RV park, John Klein, and the owner of the current RV Park, Doug Walker. The recommended staff changes were to accommodate allowing year-around living at the parks. After review by the Commission, the changes recommended include: Storm shelters, allowance for some tent camping on a limited basis and with adequate shower and bathroom facilities on site, no accessory structures except non-permanent animal pens, no decks or ramps, unless approved by the City Manager, and skirting that matches the structure in color or allowed materials.

The Planning Commission voted 3-0 to recommend the attached proposal draft described above.

All blue ink is part of the staff proposal and all red and green ink are changes to the staff draft by the Commission.

The Planning Commission did not revise its previous recommendations on rezoning or on a Conditional Use Permit for RV Park.

COUNCIL ACTION NEEDED: When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the Governing Body may: (1) adopt the Planning Commission recommendation; (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) return such recommendation to the

Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

STAFF RECOMMENDATION TO COUNCIL: Staff believes that a reasonable compromise has been drafted and that the Planning Commission worked hard to draft something that the City Council could adopt. However, two members of the Planning Commission were not present, and concerns continued to be voiced by members present and not present that this is opening up a loop hole for manufactured home park type environments with the cheaper and more mobile travel trailers. Commissioners have also stated some confusion for the support of these parks by the Council when they have repeatedly stated their dislike for manufactured homes or manufactured home parks.

Staff shares some of these same reservations and believes that the original proposal by the Planning Commission is more in line with the Council's stated goals for residency in Osawatomie. A Recreational Vehicle is designed primarily not for use as a permanent dwelling structure, but as temporary living quarters for recreational, camping, travel or seasonal use. Staff believes allowing long-term residency is not in the long-term best interests of the City.

Text Amendment

The following subsection is amended to read as follows.

Article 10 – Special Uses

Section 4. Additional Conditions for Particular Special Uses.

Article 10 – Special Uses

D. Travel trailer ~~parkscamps~~ shall be permitted subject to the following conditions.

(1) The site selected for travel trailer ~~parkscamp~~ areas shall be well drained and primarily designed to provide space for short-term occupancy to the traveling public. Locations of the site may not necessarily front on a major roadway or thoroughfare, but it shall be indirectly accessible to the major roadway by means of a private road or public road that it has frontage on.

(a) Utilities will not be individually metered by the City. The City will meter the ~~parkeamp~~ as a whole and rates will be set by the Cities Fee Schedule. The bill will be the responsibility of the ~~park'sCamp's~~ owner and subject to all applicable City policy.

(2) Occupancy and Permitting. Travel Trailer Park occupancy shall be monitored and administered by the Park Owner, whose ~~development plansite plan~~ approval is subject to the following occupancy standards and procedures:

(a) Temporary occupancy shall not exceed ~~12030~~ days and requires no permit.

(b) ~~Residents must register with travel trailer park owners. Short-term occupancy of 30 to 90 days shall require a permit by the Travel Trailer Park Owner from the building official at no cost, with a reporting to the City of each scheduled short-term occupancy beginning and ending.~~

(c) Long-term occupancy of more than ~~12090~~ days shall require a long-term occupancy permit by the Travel Trailer Park Owner from the building official for a fee established in the annual fee schedule, each calendar year to serve as a way to register the travel trailer as a long-term stay. The permit application will include information on all long-term residents at the ~~parkeamp~~ to serve as a way to make contact in case of emergency.

(d) All occupancy stays shall be subject to site inspections at any reasonable time to confirm that the site is in

compliance with City's Nuisance Regulation and Travel Trailer ~~Parkeamp~~ Allowances, Article 10, D (9) of these regulations.

- (3) Minimum tract size shall be two (2) acres under single ownership.
- (4) The maximum number of travel trailer spaces allowed within the permitted districts shall not be more than 20 per acre.
- (5) Minimum width of a trailer space shall be 25 feet and it shall be so designed to provide space for parking both the trailer and the towing vehicle off the roadway. No trailer unit shall be closer than ten feet to any other adjacent unit, structure or roadway, and all spaces shall have direct access to the roadway. No unit shall be placed closer than 30 feet to any of the development property lines, and the ten feet nearest the property line shall be permanently maintained as a sodded and/or landscaped area.
- (6) A central office or convenience establishment with an attendant shall be provided within the trailer ~~parkeamp~~ to register guests and provide service and supervision to the ~~parkeamp~~ for ~~parkseamps~~ in excess of five acres.
- (7) The applicant for a travel trailer ~~parkeamp~~ shall submit a development plan to the Planning Commission for approval. Such plan shall contain the information as required below and any other information the Board reasonably shall deem necessary to fully evaluate the proposed development. The applicant shall submit the information on a sheet size not to exceed 24" x 36" dimensions as a proposed development plan showing:
 - (a) General layout of the development with dimensions, depths, number of spaces and related sanitation accommodations.
 - (b) Parking area location, sizes and capacity.
 - (c) Ingress and egress points for the project.
 - (d) Use of structures.
 - (e) General layout of typical travel trailer space showing the size of space and proposed improvements and location of water, sewer and electric connections. Each site must be clearly numbered at the utility connection point with numbers no smaller than "4 in height.
 - (f) Layout of the roadway within the ~~parkeamp~~.
 - (g) Net density of proposed project, expressed in terms of units per acre.
 - (h) General landscaping plan indication all new and retained plant material to be incorporated within the

new development and layout of outdoor lighting systems.

- (i) Plan and method of sewage disposal and water supply.
 - (j) Location plan and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries and utility areas.
 - (k) The development shall provide a general refuse storage area or areas that shall be provided with a paved ~~hard surface~~~~concrete surface~~ and shall be enclosed to screen it from view.
 - (l) Storm Shelter: Each Travel Trailer ~~ParkCamp~~ shall include a storm shelter on site, to be constructed in accordance with FEMA 320, 361 and ICC 500, ~~and have a minimum of 20 square feet of open floor area per travel trailer space. Existing or any Travel Trailer Camp being considered at this time shall have 1 year from the time this amendment is published to comply with this requirement.~~
- (8) The travel trailer ~~parkscamps~~ shall be planned and constructed in accordance with the minimum standards as established in this section and as outlined below:
- (a) All travel trailer ~~parkeamp~~ roads and off-road parking spaces shall be improved with a gravel surface or a hard surface of asphalt or concrete. If gravel, improvements shall be in accordance with specifications for gravel surfaces as detailed in Article 6 of these zoning regulations (Off-Street Parking and Loading Regulations); and if asphalt or concrete, in accordance with the City Engineer's specifications. All road approaches from a City street to the edge of the right of way/property line shall be hard surfaced with asphalt or concrete.
 - (b) All ~~parkscamps~~ shall be provided with general outdoor lighting with a minimum of 0.3-foot candles of general illumination.
 - (c) All yard areas and other open spaces not otherwise paved or occupied by structures shall be sodded and/or landscaped and shall be maintained.
 - (d) The area where the dumpster is placed and two (2) feet on all sides of the dumpster to include an approach for the trash truck to back up to the dumpster shall also be a hard surface.

~~(d)~~(e) Existing or any Travel Trailer ParkCamp being considered at this time shall have 1-year from the time this amendment is published to comply with the storm shelter requirement is requirement.

(9) Travel Trailer ParkCamps Allowances shall be the responsibility of the Park'sCamp's owner and all penalties or expenses when occurred due to violations of the City of Osawatomie Nuisance Ordinance #3729 (this ordinance shall serve for all fines, appeals and all other administrate purposes) and the following:

(a) Travel Trailer parks are subject to all other applicable City Ordinances, including but not limited to, animal control, STO, UPOC, nuisance standards, and noise regulations. Anyone under a long-term permit must register their animal with the city just like any other citizen of Osawatomie.

(b) No storage of vehicles.

(c) No truck mounted shells separated from their mount vehicle.

(d) Trailers shall vacate the site within a 2-hour notice of high water problems at the site.

(e) No outdoor refrigerators or freezers can be on the site.

(f) Only outdoor storage that is typical of Travel Trailer ParkCamps shall be allowed such as BBQ grills, bicycles and other related items. All storage shall be kept in a "neat and tidy" state as to be decided by the building official or designee.

(g) No tent camping on the site shall be allowed unless adequate shower and restroom facilities are present.

~~(g)~~(h) No tents or soft sided (pop-up) type Travel Trailers shall be allowed as Long Term stay.

~~(h)~~(i) No individual accessory type structures will be allowed, including but not limited to, sheds, fencing and permanent dog pens. The only structures on the site shall be owned by the parkCamp owner and indicated on the development plan.

(j)(i) No decks, porches, stairs or ramps are to be built onto or beside a travel trailer unless approved by the City Manager.

(j)(k) Skirting, when installed, must be of a material suitable for exterior exposure and contact with the ground. Manufactured and non-manufactured skirting is allowed. Manufactured skirting No “hand built” skirting is to be made on site any skirting is to be used shall be manufactured for use specifically on a Travel Trailer or for a Manufactured Home. Non-manufactured skirting may be used if skirting is similar in color to the travel trailer, a non-organic material, and capable of sustaining the outdoor elements. The skirting shall be of like type material as the Travel Trailer.

(k)(l) If a Travel Trailer is using an LP/Propane tank that is not built into the Travel Trailer then that tank must be secured in such a manner that it cannot be easily knocked over.

(j)(m) Playground equipment or swimming pools, with a water depth of more than 24” shall not be allowed unless the property of the ~~ParkCamp~~ and shall be included in the development plans. All applicable City Requirements shall apply.

(10) If the owner of the Travel Trailer Park is cited for any of the above nuisance violations or any of the “Travel Trailer Park Allowances” three times in any 12 month period then the City Manager may deem the Travel Trailer Park as a habitual violator and recommend to the council to revoke the Special Use Permit for that Travel Trailer Park.

AND

APPENDIX A - PERMITTED USE TABLES BY DISTRICT

Amendment:

Dwelling, Manufactured Home removed from permitted uses in an Agricultural zone.

ORDINANCE NO. 37__

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY IN THE CITY OF OSAWATOMIE, KANSAS FROM G-B (GENERAL BUSINESS) TO AG (AGRICULTURAL); AMENDING THE ZONING MAP INCORPORATED BY REFERENCE IN ORDINANCE NO. 3738, AND AMENDMENTS THERETO.

WHEREAS: after due and lawful notice, the Osawatome Planning Commission on April 25, 2017 held a public hearing, and recommended approval of the request to rezone from G-B (General Business District) to AG (Agricultural District).

WHEREAS: the Governing Body may (1) approve such Planning Commission recommendation, (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) may return the same to the Planning Commission for further consideration, together with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS, as follows:

SECTION ONE: That the zoning district classification for the following described property, situated in Miami County, Kansas, to-wit:

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 01'00" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.38 feet to the true point of beginning, said point being on South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 417.70 feet, thence South 15 degrees 50'15" East 30.00 feet, thence South 74 degrees 09'45" West 181.42 feet; thence along a curve to the right, said curve having a Radius of 874.42 feet, a Central Angle of 17 degrees 22'21" and an Arc Length of 265.13 feet, to a point on the Easterly Right of Way line of Old 169 Highway, thence North 3 degrees 16'18" West 119.07 feet along said right of way line, thence North 7 degrees 20'18" West 177.38 feet along said right of way line, thence North 89 degrees 01'00" East 117.03 feet, thence North 0 degrees 30'04" West 300.00 feet, to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 01'00" East 780.07 feet along the South Right of Way line of Kelly Street, to the point of beginning, all in the City of Osawatome, Miami County, Kansas.

EXCEPT THE FOLLOWING DESCRIBED TRACT

Commencing at the Northeast corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East, thence South 89 degrees 00'58" West 30.93 feet along the North line of said Quarter Section, thence South 5 degrees 08'30" West 60.34 feet to the true point of beginning, said point being on the South Right of Way line of Kelly Street, thence South 5 degrees 08'30" West 386.51 feet, thence South 74 degrees 09'45" West 268.26 feet, thence North 0 degrees 59'02" West 453.07 feet to a point on the South Right of Way line of Kelly Street, thence North 89 degrees 00'58" East 300.54 feet along the South Right of Way line of Kelly Street to the point of beginning, all in the City of Osawatomie, Miami County, Kansas;

is hereby changed from G-B (General Business District) to AG (Agricultural District).

SECTION TWO: That the Zoning Map adopted by Ordinance No. 3738 is hereby amended to reflect the rezoning, as set forth in Section One.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage and one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 29th day of June, 2017.

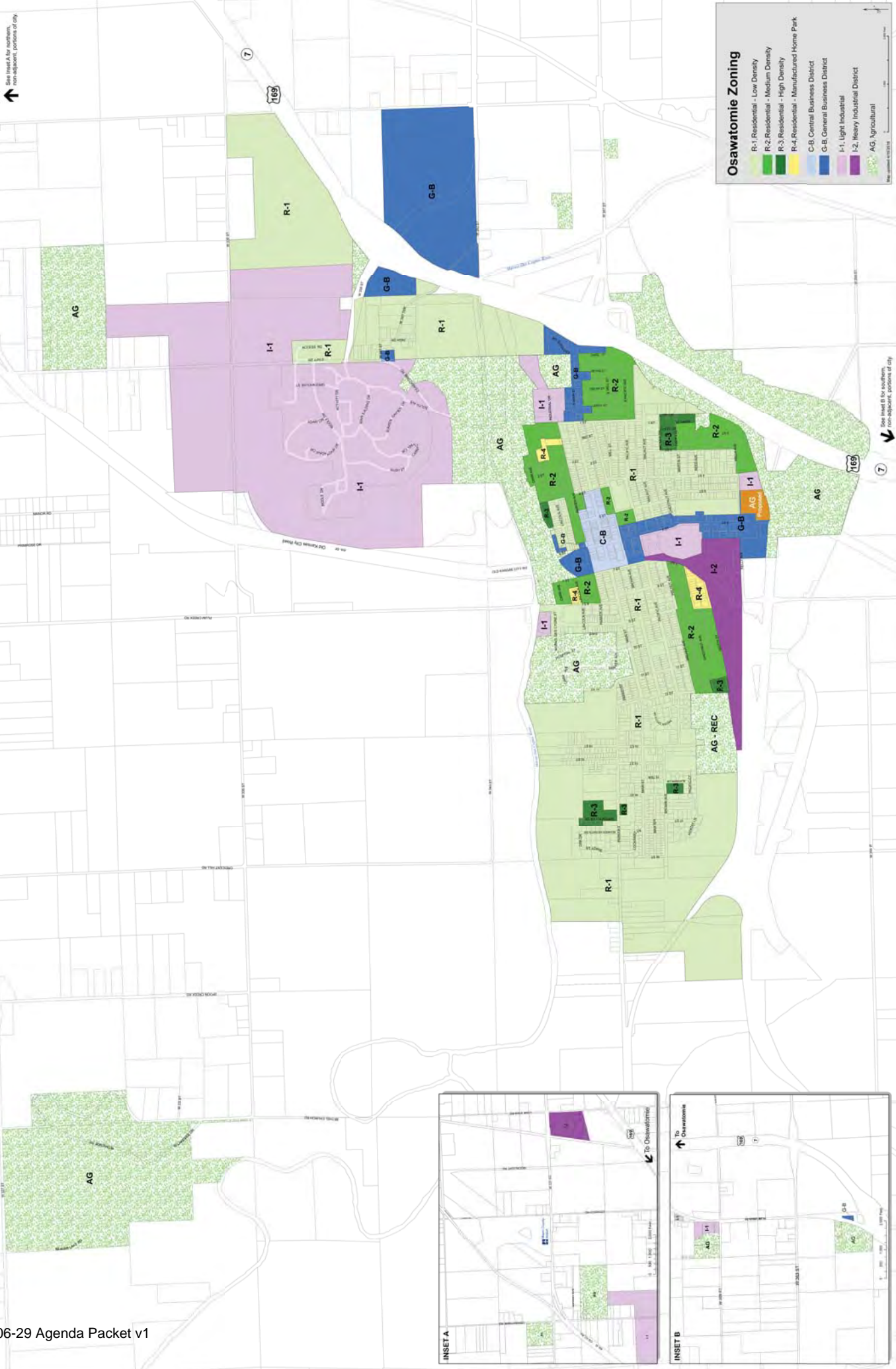
APPROVED and signed by the Mayor.

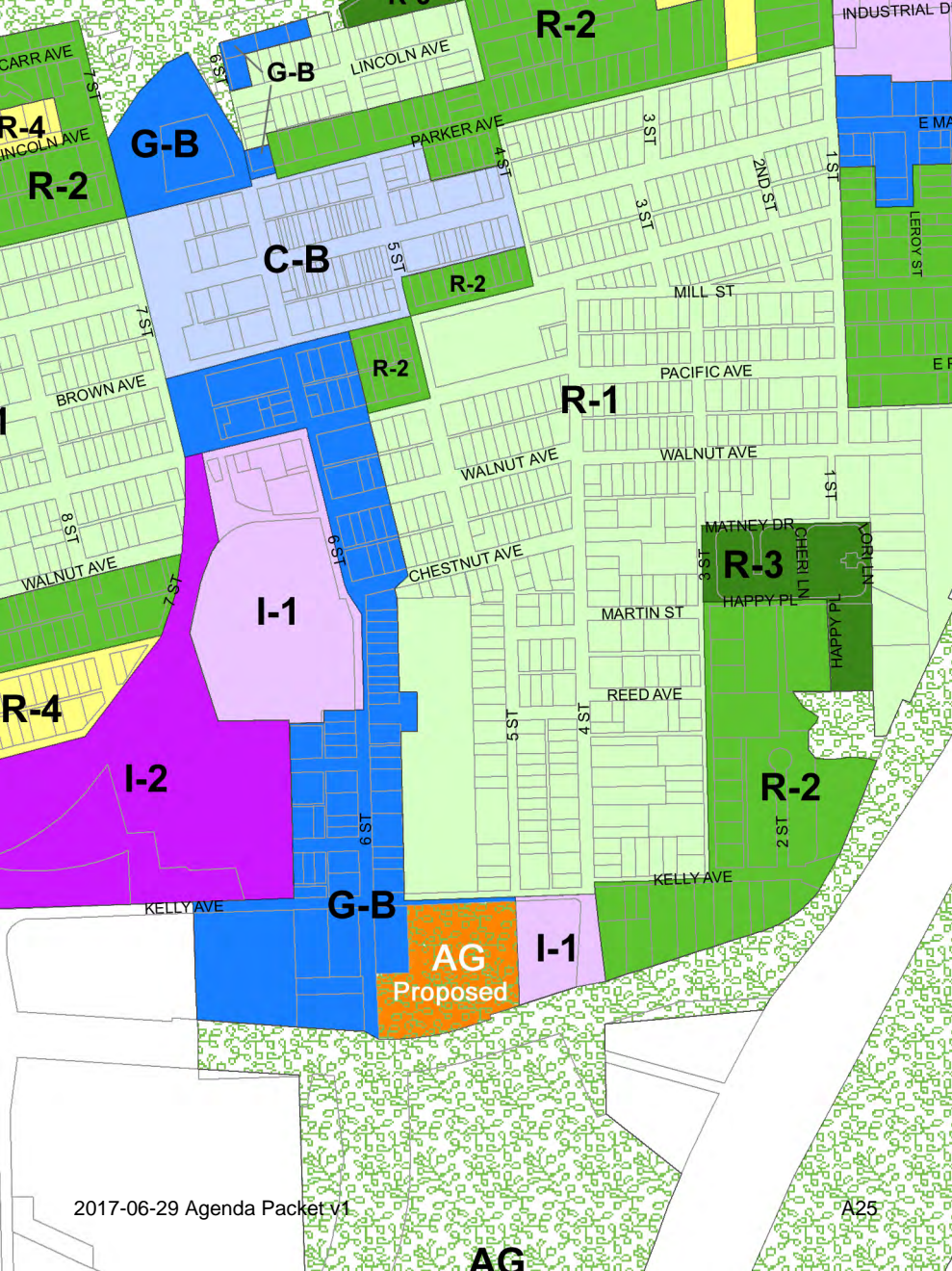
L. Mark Govea
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk





ORDINANCE NO. 37__

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF OSAWATOMIE, KANSAS; AMENDING AND REPEALING SECTION 201 OF ARTICLE 2 OF CHAPTER 162 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

LEGISLATIVE FINDINGS: On April 25, 2017 the Planning Commission of the City of Osawatome considered two text amendments to the City's Zoning and Subdivision Regulations. The proposed text amendments had been previously published, pursuant to K.S.A. 12-749 and 12-757, a notice of time in the official City newspaper that a public hearing would be held on the 25th day of April, 2017, at Memorial Hall, 411 11th Street, for the purpose of considering such proposed amendments.

At said meeting duly held in accordance with state law, upon proper motion and second, a majority of the membership of the Planning Commission recommended changes and have transmitted said recommendations to the Governing Body of the City of Osawatome; and

On May 11, 2017, the Governing Body of the City of Osawatome considered the recommendations of the Planning Commission and examined the proceedings of the Planning Commission, and referred the matter back to the Planning Commission to provide an accommodation for undetermined lengths of stay.

On June 20, 2017 the Planning Commission of the City of Osawatome considered the Council recommendations and provided new recommendations to the Governing Body concerning the text amendments concerning length of stay to the City's Zoning and Subdivision Regulations.

At said meeting duly held in accordance with state law, upon proper motion and second, a majority of the membership of the Planning Commission recommended changes and have transmitted said recommendations to the Governing Body of the City of Osawatome; and

The Governing Body of the City of Osawatome has considered the recommendations of the Planning Commission and examined the proceedings of the Planning Commission, and find them all in order and conformity with City ordinances and state statues.

SECTION ONE: Code Amended. Chapter 16, Article 2, Section 201 of the Code of the City of Osawatome are hereby amended to read as follows:

16-201. ZONING AND SUBDIVISION REGULATIONS INCORPORATED. There are hereby incorporated by reference as if set out fully herein, the zoning and subdivision regulations adopted by the Governing Body of the City of Osawatome, Kansas, as prepared by the City and consisting of Ordinance No. 3715 as amended by Ordinance No. 3749, and entitled, "Zoning Regulations, Subdivision Regulations & Floodplain Management Regulations for the City of Osawatome, Kansas." No fewer than three copies of these regulations marked "Official Copy as Incorporated by the Code of the City of Osawatome" and to which there shall be a published copy of this section attached, shall

be filed with the City Clerk to be open for inspection and available to the public at all reasonable business hours.

SECTION TWO: Repeal. Previous ordinances and any parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas, this 29th day of June, 2017.

APPROVED AND SIGNED by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

DRAFT

Text Amendment

The following subsection is amended to read as follows.

Article 10 – Special Uses

Section 4. Additional Conditions for Particular Special Uses.

Article 10 – Special Uses

- D. Travel trailer parks shall be permitted subject to the following conditions.
- (1) The site selected for travel trailer parks areas shall be well drained and primarily designed to provide space for short-term occupancy to the traveling public. Locations of the site may not necessarily front on a major roadway or thoroughfare, but it shall be indirectly accessible to the major roadway by means of a private road or public road that it has frontage on.
 - (a) Utilities will not be individually metered by the City. The City will meter the park as a whole and rates will be set by the Cities Fee Schedule. The bill will be the responsibility of the park's owner and subject to all applicable City policy.
 - (2) Occupancy and Permitting. Travel Trailer Park occupancy shall be monitored and administered by the Park Owner, whose development plan approval is subject to the following occupancy standards and procedures:
 - (a) Temporary occupancy shall not exceed 120 days and requires no permit.
 - (b) Residents must register with travel trailer park owners.
 - (c) Long-term occupancy of more than 120-days shall require a long-term occupancy permit by the Travel Trailer Park Owner from the building official for a fee established in the annual fee schedule, each calendar year to serve as a way to register the travel trailer as a long-term stay. The permit application will include information on all long-term residents at the park to serve as a way to make contact in case of emergency.
 - (d) All occupancy stays shall be subject to site inspections at any reasonable time to confirm that the site is in compliance with City's Nuisance Regulation and Travel Trailer Park Allowances, Article 10, D (9) of these regulations.
 - (3) Minimum tract size shall be two (2) acres under single ownership.

- (4) The maximum number of travel trailer spaces allowed within the permitted districts shall not be more than 20 per acre.
- (5) Minimum width of a trailer space shall be 25 feet and it shall be so designed to provide space for parking both the trailer and the towing vehicle off the roadway. No trailer unit shall be closer than ten feet to any other adjacent unit, structure or roadway, and all spaces shall have direct access to the roadway. No unit shall be placed closer than 30 feet to any of the development property lines, and the ten feet nearest the property line shall be permanently maintained as a sodded and/or landscaped area.
- (6) A central office or convenience establishment with an attendant shall be provided within the trailer park to register guests and provide service and supervision to the park for parks in excess of five acres.
- (7) The applicant for a travel trailer park shall submit a development plan to the Planning Commission for approval. Such plan shall contain the information as required below and any other information the Board reasonably shall deem necessary to fully evaluate the proposed development. The applicant shall submit the information on a sheet size not to exceed 24" x 36" dimensions as a proposed development plan showing:
 - (a) General layout of the development with dimensions, depths, number of spaces and related sanitation accommodations.
 - (b) Parking area location, sizes and capacity.
 - (c) Ingress and egress points for the project.
 - (d) Use of structures.
 - (e) General layout of typical travel trailer space showing the size of space and proposed improvements and location of water, sewer and electric connections. Each site must be clearly numbered at the utility connection point with numbers no smaller than "4 in height.
 - (f) Layout of the roadway within the park.
 - (g) Net density of proposed project, expressed in terms of units per acre.
 - (h) General landscaping plan indicating all new and retained plant material to be incorporated within the new development and layout of outdoor lighting systems.
 - (i) Plan and method of sewage disposal and water supply.
 - (j) Location plan and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries and utility areas.

- (k) The development shall provide a general refuse storage area or areas that shall be provided with a paved hard surface and shall be enclosed to screen it from view.
 - (l) Storm Shelter: Each Travel Trailer Park shall include a storm shelter on site, to be constructed in accordance with FEMA 320, 361 and ICC 500.
- (8) The travel trailer parks shall be planned and constructed in accordance with the minimum standards as established in this section and as outlined below:
- (a) All travel trailer park roads and off-road parking spaces shall be improved with a gravel surface or a hard surface of asphalt or concrete. If gravel, improvements shall be in accordance with specifications for gravel surfaces as detailed in Article 6 of these zoning regulations (Off-Street Parking and Loading Regulations); and if asphalt or concrete, in accordance with the City Engineer's specifications. All road approaches from a City street to the edge of the right of way/property line shall be hard surfaced with asphalt or concrete.
 - (b) All parks shall be provided with general outdoor lighting with a minimum of 0.3-foot candles of general illumination.
 - (c) All yard areas and other open spaces not otherwise paved or occupied by structures shall be sodded and/or landscaped and shall be maintained.
 - (d) The area where the dumpster is placed and two (2) feet on all sides of the dumpster to include an approach for the trash truck to back up to the dumpster shall also be a hard surface.
 - (e) Existing or any Travel Trailer Parks being considered at this time shall have 1-year from the time this amendment is published to comply with the storm shelter requirement.
- (9) Travel Trailer Park Allowances shall be the responsibility of the Park's owner and all penalties or expenses when occurred due to violations of the City of Osawatomie Nuisance Ordinance #3729 (this ordinance shall serve for all fines, appeals and all other administrative purposes) and the following:

- (a) Travel Trailer parks are subject to all other applicable City Ordinances, including but not limited to, animal control, STO, UPOC, nuisance standards, and noise regulations. Anyone under a long-term permit must register their animal with the city just like any other citizen of Osawatomie.
- (b) No storage of vehicles.
- (c) No truck mounted shells separated from their mount vehicle.
- (d) Trailers shall vacate the site within a 2-hour notice of high water problems at the site.
- (e) No outdoor refrigerators or freezers can be on the site.
- (f) Only outdoor storage that is typical of Travel Trailer Parks shall be allowed such as BBQ grills, bicycles and other related items. All storage shall be kept in a "neat and tidy" state as to be decided by the building official or designee.
- (g) No tent camping on the site shall be allowed unless adequate shower and restroom facilities are present.
- (h) No tents or soft sided (pop-up) type Travel Trailers shall be allowed as Long Term stay.
- (i) No individual accessory type structures will be allowed, including but not limited to, sheds, fencing and permanent dog pens. The only structures on the site shall be owned by the park owner and indicated on the development plan.
- (j) No decks, porches, stairs or ramps are to be built onto or beside a travel trailer unless approved by the City Manager.
- (k) Skirting, when installed, must be of a material suitable for exterior exposure and contact with the ground. Manufactured and non-manufactured skirting is allowed. Manufactured skirting shall be manufactured for use specifically on a Travel Trailer or for a Manufactured Home. Non-manufactured skirting may be used if skirting is similar in color to the travel trailer,

a non-organic material, and capable of sustaining the outdoor elements.

- (l) If a Travel Trailer is using an LP/Propane tank that is not built into the Travel Trailer then that tank must be secured in such a manner that it cannot be easily knocked over.
 - (m) Playground equipment or swimming pools, with a water depth of more than 24" shall not be allowed unless the property of the Park and shall be included in the development plans. All applicable City Requirements shall apply.
- (10) If the owner of the Travel Trailer Park is cited for of any of the above nuisance violations or any of the "Travel Trailer Park Allowances" three times in any 12 month period then the City Manager may deem the Travel Trailer Park as a habitual violator and recommend to the council to revoke the Special Use Permit for that Travel Trailer Park.

AND

APPENDIX A - PERMITTED USE TABLES BY DISTRICT

Amendment:

Dwelling, Manufactured Home removed from permitted uses in an Agricultural zone.

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: May 11, 2017

AGENDA ITEM: Application for Rezoning, Special Use Permit and Text Amendment Requests

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: April 25th, the Osawatomie Planning Commission met to discuss an application for rezoning, a special use permit, and two proposed text amendments to the Osawatomie Zoning Regulations. A public hearing was held to discuss the property located south of Kelly along Sixth Street owned by John Klein. Mr. Klein wishes to open a travel trailer park on the property and was requesting the property be rezoned from a general business district to an agricultural district and a special use permit to be allowed to open the park.

Mr. Klein also requested two text amendments to the Osawatomie Zoning Regulations to eliminate the 30-day length of stay requirement in travel trailer parks and to remove the requirement that all parking areas and roadways be constructed and paved with a hard surface bituminous or concrete material.

Rezoning. The Planning Commission discussed the proposal and determined the proposal meets the character of the area, is compatible with existing property and has been vacant for an extended period of time. The Planning Commission recommends to the City Council that the property be rezoned from General Business to Agricultural. The specifics of the rezoning are included in the proposed ordinance.

Special Use Permit. The Commission also voted to conditionally approve the special use permit if (1) the rezoning and two text amendments are approved by the City Council, and (3) Mr. Klein return to the Planning Commission with a more detailed site plan, that includes landscaping for the entrance and other areas.

Text Amendments. The Planning Commission conditionally recommended two text amendments to the Osawatomie Zoning regulations should the property be rezoned. The first was to extend the length of stay from 30 days to 90 days in a single travel trailer park and no more than 180 days at any and all travel trailer parks located within the city during a 12 month period. The second recommended text amendment allows for a gravel surface in travel trailer parks with the requirement that all dumpster

areas and approaches be hard surfaced. The actual two text amendments to Article 10 Section 4(D) of the Osawatomie Zoning Regulations are included in the proposed ordinance.

COMMISSION ACTION NEEDED: When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the Governing Body may: (1) adopt the Planning Commission recommendation; (2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or (3) return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

STAFF RECOMMENDATION TO COUNCIL: Adopt the Planning Commission's recommendations by: (1) approving the ordinance to rezone the referenced property; and (2) approving the ordinance to make the two requested text amendments.

CITY OF OSAWATOMIE - ZONING REGULATIONS**Article 10 – Special Uses**

- D. Travel trailer camps shall be permitted subject to the following conditions:
- (1) The site selected for travel trailer camp areas shall be well drained and primarily designed to provide space for short-term occupancy to the traveling public. Location of the site may not necessarily front on a major roadway or thoroughfare, but it shall be directly accessible to the major roadway by means of a private road or public road that it has frontage on. Short-term occupancy shall not exceed ~~30~~ 90 days, with a 90-day waiting period before returning to the travel trailer camp and no more than 180 days total of occupancy at any and all travel trailer camps in the City allowed during any 12 month period. except as approved by the Planning and Zoning Department.
 - (2) Minimum tract size shall be two (2) acres under single ownership.
 - (3) The maximum number of travel trailer spaces allowed within the permitted districts shall not be more than 20 per acre. Consideration shall be given to whether the camp and the density level are designed accordingly. The densities of overnight use may be higher than destination type since it primarily serves as a short stopping point while the destination type camp located at or near a scenic historical or outdoor recreational area provides for longer and extended stays of several days or weeks.
 - (4) Minimum width of a trailer space shall be 25 feet and it shall be so designed to provide space for parking both the trailer and towing vehicle off the roadway. No trailer unit shall be closer than ten feet to any other adjacent unit, structure or roadway, and all spaces shall have direct access to the roadway. No unit shall be placed closer than 30 feet to any of the development property lines, and the ten feet nearest the property line shall be permanently maintained as a sodded and/or landscaped area.
 - (5) A central office or convenience establishment with an attendant shall be provided within the trailer camp to register guests and provide service and supervision to the camp for camps in excess of five acres.
 - (6) The applicant for a travel trailer camp shall submit a development plan to the Planning Commission for approval. Such plan shall contain the information as required below and any other information the Board reasonably shall deem necessary to fully evaluate the proposed development. The applicant shall submit the information on a sheet size not to exceed 24" x 36" dimensions as a proposed development plan showing:
 - (a) General layout of development with dimensions, depths, number of spaces and related sanitation accommodations.

- (b) Parking area location, sizes and capacity.
 - (c) Ingress and egress points for the project.
 - (d) Use of structures.
 - (e) General layout of typical travel trailer space showing size of space and proposed improvements.
 - (f) Layout of roadway within the camp.
 - (g) Net density of proposed project, expressed in terms of units per acre.
 - (h) General landscaping plan indicating all new and retained plant material to be incorporated within the new development and layout of outdoor lighting system.
 - (i) Plan and method of sewage disposal and water supply.
 - (j) Location plan and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries and utility areas.
 - (k) The development shall provide a general refuse storage area or areas that shall be provided with a paved concrete surface and shall be enclosed to screen it from view.
- (7) The travel trailer camps shall be planned and constructed in accordance with the minimum standards as established in this section and as outlined below, as approved by the City Engineer:
- (a) All parking areas and roadways shall be constructed and paved with at least a gravel surface, but can be of a hard surface bituminous or concrete material. All such surface improvements shall be in accordance with commercial and multi-family specifications for such surfaces as detailed in Article 6 of these zoning regulations (Off-Street Parking and Loading Regulations).
 - (b) All camps shall be provided with general outdoor lighting with a minimum of 0.3-foot candles of general illumination.

CITY OF OSAWATOMIE - ZONING REGULATIONS

Article 10 – Special Uses

(c) All yard areas and other open spaces not otherwise paved or occupied by structures shall be sodded and/or landscaped and shall be maintained.

(e)(d) The area where the dumpster is placed and two (2) feet on all sides of the dumpster to include an approach for the trash truck to back up to the dumpster shall also be hard surface.

E. Kennels-Breeding and Boarding:

- (1) The minimum lot size shall not be less than one acre.
- (2) Kennel structures or runs shall be located no less than 25 feet to any property lines.
- (3) Kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or excitement of the dogs. Such screening may be mature, dense deciduous foliage (double row), solid masonry, brick, or stone wall, louvered wood, stockade, or chain link fence with aluminum strip intertwined or other equivalent fencing, providing a sight barrier to the dogs. Shall be either a solid or semi-solid fence or wall at least six feet, but not more than eight feet, high and having a density of not less than 80 percent per square foot.

F. Bed and Breakfast: The following requirements shall apply:

- (1) Two off-street parking spaces with one additional off-street parking space per lodging room shall be provided.
- (2) The structure shall contain no less than 2,000 square feet of habitable floor area, and shall comply with standards for minimum dwelling size as required in the “R-3” district for multifamily dwellings.

G. Echo Housing: A secondary residential dwelling for dependent members of the family residing in the principal dwelling on the same lot may be constructed in R-1, R-2 and C-B districts provided the following restrictions are met:

- (1) Nonconforming lots shall be re-platted to conform to current subdivision regulations.
- (2) The secondary residential dwelling shall be located in the established rear yard no less than ten (10) feet from the rear lot line and in conformance to side yard setbacks.
- (3) Where dwellings are held in separate fee simple ownership, easements shall be dedicated for separate utilities to be provided to each dwelling unit.

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: May 2017	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
Administration	586,669.00		201,791.15	384,877.85
Codes Enforcement	149,576.00	300.00	90,307.93	59,568.07
Police	874,015.00	14,005.82	363,139.88	524,880.94
John Brown Cabin	37,207.00		14,082.16	23,124.84
Public Works	245,077.00		58,987.89	186,089.11
Properties & Maintenance	321,550.00		144,790.20	176,759.80
Fire	76,948.00	3,030.41	28,459.42	51,518.99
Municipal Court	170,809.00		53,524.76	117,284.24
Levees & Storm Water	21,294.00		8,072.24	13,221.76
Library	155,164.00	1,914.56	58,695.95	98,382.61
TOTAL	2,638,309.00	19,250.79	1,021,851.58	1,635,708.21
WATER				
Administration	367,144.00		166,945.05	200,198.95
Water Treatment	356,826.00		112,656.50	244,169.50
Water Distribution	330,053.00		152,338.48	177,714.52
TOTAL	1,054,023.00	-	431,940.03	622,082.97
ELECTRIC				
Administration	1,503,680.00		685,150.67	818,529.33
Electric Production	2,147,673.00		636,249.97	1,511,423.03
Elect Transmission	572,399.00		224,350.44	348,048.56
TOTAL	4,223,752.00	-	1,545,751.08	2,678,000.92
EMPLOYMENT BENEFIT	825,609.00	43,830.19	445,836.48	423,602.71
REFUSE	431,500.00		130,824.22	300,675.78
LIBRARY	114,000.00		2,834.19	111,165.81
RECREATION	2,000.00		1.06	1,998.94
INDUSTRIAL	105,500.00		54,539.83	50,960.17
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	50,000.00		1,006.66	48,993.34
ST IMPROVEMENT	157,980.00		39,166.39	118,813.61
BOND & INTEREST	939,069.00		203,829.33	735,239.67
PUBLIC SAFETY EQUIP.	64,800.00		72,802.31	(8,002.31)
FIRE INS PROCEEDS	-		-	-
SEWER	979,429.00		395,642.56	583,786.44
REC EMP BENEFITS	1,000.00		0.13	999.87
GOLF COURSE	313,946.00		117,126.66	196,819.34
SPECIAL REV (FIRE EQUIP)	9,897.00		-	9,897.00
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT	-		-	-
TOURISM	85,350.00		17,845.40	67,504.60
EVIDENCE LIABLITIY	-		-	-
CAPITAL - GENERAL	145,000.00		59,598.59	85,401.41
CAPITAL IMP. - STREET	1,200,000.00		14,886.00	1,185,114.00
CAPITAL IMP - SEWER	-	-	-	-
CAPITAL IMP - GRANTS	-		-	-
CAPITAL IMP - WATER	-		-	-
ELECTRIC REVENUE BOND	450,000.00		421,633.57	28,366.43
ELECTRIC UTILITY DEBT SER	432,500.00		104,300.00	328,200.00
CAFETERIA 125 #50	52,500.00		11,985.78	40,514.22
COURT ADSAP #51	-		-	-
COURT BONDS #52	-		10,308.64	(10,308.64)
FOREITURES #53	-		1,000.00	(1,000.00)
PAY PAL #55	-		-	-
GRAND TOTAL	14,276,164.00	63,080.98	5,104,710.49	9,234,534.49

CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: May 2017	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBRANCES (ORD.)	CASH BALANCE 5/31/2017
GENERAL OPERATING	427,561.07	1,216,251.37	1,002,600.79	641,211.65		641,211.65
WATER	243,189.12	381,493.95	431,940.03	192,743.04		192,743.04
ELECTRIC	516,295.78	1,482,580.89	1,545,751.08	453,125.59		453,125.59
EMPLOYEE BENEFIT	83,706.81	434,720.61	402,006.29	116,421.13		116,421.13
REFUSE	7,759.60	167,866.03	130,824.22	44,801.41		44,801.41
LIBRARY	108,330.36	43,217.22	2,834.19	148,713.39		148,713.39
RECREATION	-	1.06	1.06	-		-
RURAL FIRE	-	-	-	-		-
INDUSTRIAL	70,912.74	69,706.62	54,539.83	86,079.53		86,079.53
REVOLVING LOAN	-	-	-	-		-
SPECIAL PARKS & REC	100,083.71	14,481.34	1,006.66	113,558.39		113,558.39
STREET IMPROVEMENTS	148,183.62	61,045.55	39,166.39	170,062.78		170,062.78
BOND & INTEREST	202,541.60	411,200.94	203,829.33	409,913.21		409,913.21
PUBLIC SAFETY EQUIP.	15,083.11	57,472.17	72,802.31	(247.03)		(247.03)
FIRE INS PROCEEDS	0.84	7,337.00	-	7,337.84		7,337.84
SEWER	153,252.78	379,342.85	395,642.56	136,953.07		136,953.07
RECREATION BENEFIT	-	0.13	0.13	-		-
GOLF COURSE	1,399.35	148,974.02	117,126.66	33,246.71		33,246.71
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	36,461.62	30,308.27	17,845.40	48,924.49		48,924.49
EVIDENCE LIABILITY	12,899.79	-	-	12,899.79		12,899.79
CAPITAL - GENERAL	138,538.56	65,000.00	59,598.59	143,939.97		143,939.97
CAPITAL IMP. - STREETS	116,593.98	2,000.00	14,886.00	103,707.98		103,707.98
CAPITAL IMP - SEWER	4,000.00	-	-	4,000.00		4,000.00
CAPITAL IMP - GRANTS	74,142.13	272,306.00	-	346,448.13		346,448.13
CAPITAL IMP - WATER	-	-	-	-		-
ELECTRIC REVENUE BONDS	3,029,838.11	4,988.75	421,633.57	2,613,193.29		2,613,193.29
ELECTRIC BOND RESERVE	147,868.81	181,552.10	104,300.00	225,120.91		225,120.91
CAFETERIA 125 # 50	43,826.84	17,675.94	11,985.78	49,517.00		49,517.00
COURT ADSAP # 51	7,401.00	-	-	7,401.00		7,401.00
COURT BONDS # 52	13,269.54	10,511.64	10,308.64	13,472.54		13,472.54
FORFEITURES # 53	978.42	1,575.00	1,000.00	1,553.42		1,553.42
PAYPAL # 55	0.01	-	-	0.01		0.01
TOTALS	5,714,016.71	5,461,609.45	5,041,629.51	6,133,996.65	-	6,133,996.65

CASH TRANSACTIONS REPORT

YEAR: THROUGH MAY
City of Osawatomie

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Account Number		Beginning Balance	Debit	Credit	Ending Balance
100.101 CASH & INVESTMENTS					
100.101 CASH & INVESTMENTS					
01-000-100.101	CASH & INVESTMENTS	427,561.07	1,325,999.33	1,112,348.75	641,211.65
02-000-100.101	CASH & INVESTMENTS	243,189.12	390,292.82	440,738.90	192,743.04
03-000-100.101	CASH & INVESTMENTS	516,295.78	1,510,523.58	1,573,693.77	453,125.59
04-000-100.101	CASH & INVESTMENTS	83,706.81	485,448.82	452,734.50	116,421.13
05-000-100.101	CASH & INVESTMENTS	7,759.60	167,866.03	130,824.22	44,801.41
06-000-100.101	CASH & INVESTMENTS	108,330.36	43,217.22	2,834.19	148,713.39
07-000-100.101	CASH & INVESTMENTS	0.00	1.06	1.06	0.00
08-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
09-000-100.101	CASH & INVESTMENTS	70,912.74	69,706.62	54,539.83	86,079.53
10-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
11-000-100.101	CASH & INVESTMENTS	100,083.71	14,481.34	1,006.66	113,558.39
12-000-100.101	CASH & INVESTMENTS	148,183.62	61,045.55	39,166.39	170,062.78
13-000-100.101	CASH & INVESTMENTS	202,541.60	411,200.94	203,829.33	409,913.21
14-000-100.101	CASH & INVESTMENTS	15,083.11	57,472.17	72,802.31	-247.03
15-000-100.101	CASH & INVESTMENTS	0.84	7,337.00	0.00	7,337.84
16-000-100.101	CASH & INVESTMENTS	153,252.78	384,090.90	400,390.61	136,953.07
17-000-100.101	CASH & INVESTMENTS	0.00	0.13	0.13	0.00
18-000-100.101	CASH & INVESTMENTS	1,399.35	154,061.77	122,214.41	33,246.71
19-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
20-000-100.101	CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
21-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
22-000-100.101	CASH & INVESTMENTS	36,461.62	30,308.27	17,845.40	48,924.49
23-000-100.101	CASH & INVESTMENTS	12,899.79	0.00	0.00	12,899.79
24-000-100.101	CASH & INVESTMENTS	138,538.56	65,000.00	59,598.59	143,939.97
25-000-100.101	CASH & INVESTMENTS	116,593.98	2,000.00	14,886.00	103,707.98
26-000-100.101	CASH & INVESTMENTS	4,000.00	0.00	0.00	4,000.00
27-000-100.101	CASH & INVESTMENTS	74,142.13	272,306.00	0.00	346,448.13
28-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
30-000-100.101	CASH & INVESTMENTS	0.00	3,002,937.93	3,002,937.93	0.00
33-000-100.101	CASH & INVESTMENTS	3,029,838.11	4,988.75	421,633.57	2,613,193.29
43-000-100.101	CASH & INVESTMENTS	147,868.81	181,552.10	104,300.00	225,120.91
50-000-100.101	CASH & INVESTMENTS	43,826.84	17,769.44	12,079.28	49,517.00
51-000-100.101	CASH & INVESTMENTS	7,401.00	0.00	0.00	7,401.00
52-000-100.101	CASH & INVESTMENTS	13,269.54	10,911.64	10,708.64	13,472.54
53-000-100.101	CASH & INVESTMENTS	978.42	1,575.00	1,000.00	1,553.42
54-000-100.101	CASH & INVESTMENTS	0.00	0.00	0.00	0.00
55-000-100.101	CASH & INVESTMENTS	0.01	0.00	0.00	0.01
Total for 100.101		5,714,016.71	8,672,094.41	8,252,114.47	6,133,996.65
Total for 100.101		5,714,016.71	8,672,094.41	8,252,114.47	6,133,996.65
Grand Totals:		5,714,016.71	8,672,094.41	8,252,114.47	6,133,996.65