

**OSAWATOMIE CITY COUNCIL**  
**WORK SESSION / MEETING AGENDA**  
August 23, 2012  
7:00 p.m., Memorial Hall  
**REVISED**

WORK SESSION

- A. Call to Order
- B. Roll Call
- C. Work Session Items
  - 1. Zoning Regulations Updates – Review of Proposal and Process
- D. Adjournment of Work Session

REGULAR MEETING – 7:30 p.m.

- E. Call to Order
- F. Roll Call
- G. Approval of Agenda
- H. Council Items
  - 1. Appointment to the Parks & Recreation Committee
  - 2. Final Performance Hearing – CDBG Pacific, 14th, Brown Streets Project Grant
  - 3. Approve Change Order No. 1 on Pacific, 14th, Brown Streets Project
  - 4. Approve Invoice(s) for Pacific, 14th, Brown Streets Project – No. 22
  - 5. Authorize Mayor to sign CDBG Streets Project Grant Closeout Documents
  - 6. Ordinance Amending Retail Liquor Holiday Sales to Comply with Kansas Statutes
  - 7. Zoning Regulations Update Proposal from Scott Michie
  - 8. Resolution for Kansas Mutual Aid Program (KSMAP) Agreement
- I. City Manager Updates
- J. Executive Session
- K. Adjournment of Regular Meeting



**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** August 23, 2012

**AGENDA ITEM:** **Brown & Pacific CDBG Closeout**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** The City is required to conduct a project closeout hearing which evaluates the performance of the project and the completion of the work so we can submit closeout document to the state program.

The original project was approved at \$1,702,700, which included the constructed project, plus two additional blocks of Brown from 16<sup>th</sup> Street to 18<sup>th</sup> Street. However, the City Council determined that it did not want to borrow more than a total of \$750,000 for the project, which caused the project to be scaled back to the project to around \$1.25 million.

After the general contractor's bid was awarded, the project budget was reset at \$1,102, 160. Of that project the funding was \$500,000 from CDBG funds and \$600,000 from USDA loan funds. Ultimately, the City decided to go with general bonds in lieu of a USDA loan. According to our CDBG administrator, the final project cost was \$1,017,290 million, with \$500,000 from our CDBG grant and \$517,290 from loan funds.

**COUNCIL ACTION NEEDED:** Conduct a hearing on the project and approve the CDBG closeout documents as presented.

**STAFF RECOMMENDATION TO COUNCIL:** Approve all necessary closeout documents.

(Published in the  
Osawatomi Graphic,  
August 15, 2012)

### Performance

#### Public Hearing Notice

The city of Osawatomi, KS will hold a public hearing on Thursday, August 23, 2012, at 7:30 p.m. in Memorial Hall at 411 11th Street, Osawatomi, KS 66064, for the purpose of evaluating the performance of Grant No. 10-PF-045 which was for the reconstruction of Pacific Ave from 12th to 14th, 14th from Pacific to Main, and Brown Ave from 14th to 18th Street for a total of

eight blocks. The project included reconstruction of curb, guttering, sidewalks and driveway aprons due to street construction damage during excavation and sub grade stabilization. All proposed activities were accomplished. This grant was funded, all or in part, from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds. All aspects of the grant will be discussed and oral and written comments will be recorded and become part of the city of Osawatomi

CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests for accommodations should be submitted to the city clerk, (913) 755-2146, by Wednesday, August 22, 2012. (1t)

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Osawatomie, KS GRANT NO. 10-PF-045  
 STREET ADDRESS 439 Main Street, P.O. Box37 REQUEST NO. 5 Final  
 CITY, STATE, ZIP Osawatomie, KS 66064-0037 [cityclerk@osawatomieks.org](mailto:cityclerk@osawatomieks.org)  
 Grantee's - E-mail address for notifying about ACH deposit  
[daxmayes@sunflower.com](mailto:daxmayes@sunflower.com)  
 Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

	AMOUNT
1 PAYMENT DUE	<u>3,055.00</u>
2 (LESS) CASH ON HAND	<u>                    </u>
3 (LESS) ANY Request for Payments <u>NOT RECEIVED</u>	<u>                    </u>
4 (PLUS) CASH BALANCE DESIRED	<u>                    </u>
5 <b>AMOUNT OF THIS REQUEST</b> [calculated 1 - 2 - 3 + 4 = 5]	<u><b>3,055</b></u> (round to nearest dollar)
6 CDBG GRANT AWARD	<u>500,000</u>
7 PROGRAM INCOME AND OTHER RECEIPTS	<u>                    </u>
8 TOTAL FUNDS ( 6 + 7 )	<u>500,000</u>
9 CDBG FUNDS RECEIVED TO DATE	<u>496,945</u>
10 TOTAL ( 3 + 5 + 9 )	<u>500,000</u>
11 REMAINING CDBG FUNDS ( 6 - 10 )	<u>                    </u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 8/23/2012 SIGNATURE \_\_\_\_\_ TITLE City Clerk  
 DATE 8/23/2012 SIGNATURE \_\_\_\_\_ TITLE Account superviso

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: \_\_\_\_\_
2. AUTHORIZED SIGNATURE: \_\_\_\_\_
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_  
 ECONOMIC DEVELOPMENT SPECIALIST \_\_\_\_\_ DATE \_\_\_\_\_  
 ADMINISTRATIVE/ COMPLIANCE \_\_\_\_\_ DATE \_\_\_\_\_  
 FISCAL \_\_\_\_\_ DATE \_\_\_\_\_

# ESTIMATED CASH DISBURSEMENT REPORT

(For Economic Development Grants, please attach a copy of summary of payment)

GRANTEE: Osawatomie, KS  
 GRANT NUMBER: 10-PF-045  
 REPORTING PERIOD: 12/16/2011 thru 8/31/2012  
 REPORT NUMBER: 5 Final

Kansas Dept of Commerce  
 1000 SW JACKSON STREET, SUITE 100  
 TOPEKA, KS 66603-1354

NO.	ACTIVITY NAME (As on Budget Form)	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
1c	Streets	480,000.00	974,200.00	1,454,200.00		480,000.00			423,903.00	550,297.00
1h	Engineering Design		32,500.00	32,500.00				34,579.00	66,469.00	-33,969.00
1i	Engineering inspection		136,000.00	136,000.00					24,685.00	111,315.00
3a	Administration	20,000.00		20,000.00	3,055.00	20,000.00			2,216.00	-2,216.00
3b	Legals		60,000.00	60,000.00					17.00	59,983.00
<b>TOTALS</b>		500,000.00	1,202,700.00	1,702,700.00	3,055.00	500,000.00		34,579.00	517,290.00	685,410.00



**CITY OF OSAWATOMIE**  
439 Main Street  
PO Box 37  
Osawatomie, KS 66064  
913-755-2146

**PACIFIC, 14TH, BROWN STREETS PROJECT**  
**CDBG GRANT # 10-PF-045**  
**PAYMENT REQUEST**  
**August 23, 2012**  
**Payment Request No. 22**

<b>Claimant</b>	<b>Description</b>	<b>Document Number</b>	<b>Amount</b>
Governmental Assistance Services 905 Joseph Drive Lawrence, KS 66049	administration		\$ 3,055.00
BG Consultants 4806 Vue Du Lac Place Manhattan, KS 66503	design services		\$ ---
BG Consultants 4806 Vue Du Lac Place Manhattan, KS 66503	project engineer	7/14/12	\$ 430.50
Orr Wyatt Streetscapes 9812 E 56th Street Raytown, MO 64133-2804	construction	App #7	\$ 135,767.72
	<b>TOTAL</b>		<b>\$ 139,253.22</b>

Approved by the Osawatomie City Council this 23rd day of August, 2012 contingent upon approval by the funding agencies.

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Philip A. Dudley, Mayor

**Brown & Pacific Project Summary (08-23-2012)**

**EXPENSES**

		<u>Contract</u>	<u>Estimated C.O.s</u>	<u>Revised Budget</u>	<u>Change Orders</u>	<u>Paid YTD</u>	<u>Balance</u>
GAS	CDBG Admin	\$ 25,000.00		\$ 25,000.00		\$ 22,233.12	\$ 2,766.88
BG Consultants	Engineering/Design	49,939.00		49,939.00		48,579.75	1,359.25
	Construction Services	82,770.00		82,770.00		31,655.71	51,114.29
Orr Wyatt Streetscapes	Construction	<u>934,450.95</u>	<u>10,000.00</u>	<u>944,450.95</u>	<u>(14,150.10)</u>	<u>920,300.85</u>	<u>-</u>
<b>Total</b>		<b><u>\$ 1,092,159.95</u></b>	<b><u>\$ 10,000.00</u></b>	<b><u>\$ 1,102,159.95</u></b>	<b><u>\$ (14,150.10)</u></b>	<b><u>\$ 1,022,769.43</u></b>	<b><u>\$ 55,240.42</u></b>

**BUDGET**

**Paid YTD**

**FUNDING**

	<u>GAS</u>	<u>BG</u>	<u>Orr Wyatt</u>	<u>GAS</u>	<u>BG</u>	<u>Orr Wyatt</u>
CDBG Admin	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -
CDBG Improvements	-	-	480,000.00	-	-	480,000.00
Loan Funds	<u>5,000.00</u>	<u>132,709.00</u>	<u>464,450.95</u>	<u>2,233.12</u>	<u>80,235.46</u>	<u>440,300.85</u>
<b>Total</b>	<b><u>\$ 25,000.00</u></b>	<b><u>\$ 132,709.00</u></b>	<b><u>\$ 944,450.95</u></b>	<b><u>\$ 22,233.12</u></b>	<b><u>\$ 80,235.46</u></b>	<b><u>\$ 920,300.85</u></b>

# Change Order

No. 1

Date of Issuance: 8/23/12 Effective Date: 8/23/12

Project: 2011 Street Improvements	Owner: City of Osawatomie, Kansas	Engineer's Project No.: 10-1232L
Contract: 2011 Street Improvements	Date of Contract: March 10, 2011	
Contractor: Orr-Wyatt Streetscapes		

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

1. The Contractor submitted six cost changes to the project which are described in greater detail on the six page attachment. The TOTAL of the six cost changes result in a net increase in the Contract Amount of \$3,994.00.
2. Actual quantities of several of the bid items constructed varied slightly from the original Contract quantities due to actual field conditions and minor field adjustments during construction. The TOTAL of the following adjustments result in a net decrease in the Contract Amount of \$18,144.10.
  - i) Bid item #12 "Concrete Pavement (6" Uniform)(AE)" was an over-run of 95 S.Y. for a total increase of \$3,895.00.
  - ii) Bid item #18 "Handrail" was an under-run of 8 L.F. for a total decrease of \$736.00.
  - iii) Bid item #21 "Adjust Waterline (Vertical)" was an over-run of 1 Each for a total increase of \$4,315.00.
  - iv) Bid item #22 "Adjust Waterline (Horizontal)" was an under-run of 1 Each for a total decrease of \$2,150.00.
  - v) Bid item #33 "Temporary Seeding" was an under-run of 1 L.S. for a total decrease of \$3,450.00.
  - vi) Bid item #35 "Temporary Slope Barrier" was an under-run of 1,794 L.F. for a total decrease of \$3,857.10.
  - vii) Bid item #36 "Temporary Erosion Control Mat" was an under-run of 1,395 S.Y. for a total decrease of \$7,533.00.
  - viii) Bid item #37 "Temporary Curb Inlet Sediment Barrier" was under-run by 15 Each for a total decrease of \$1,620.00.
  - ix) Bid item #39 "Temporary Concrete Washout" was an under-run of 3 Each for a total decrease of \$3,240.00.
  - x) Bid item #44 "Remove and Reset Fence (Chain Link)" was under-run by 70 L.F. for a total decrease of \$1,190.00.
  - xi) Bid item #49 "Asphalt Base Course (BM-2b)" was an under-run of 191 Tons for a total decrease of \$11,326.30.
  - xii) Bid item #50 "Asphalt Surface Course (BM-2)" was an over-run of 121 Tons for a total increase of \$8,748.30.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times: Working days Calendar days

\$934,450.95

Substantial completion (days or date): 90 working days

Ready for final payment (days or date): 110 working days

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A :

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A :

\$N/A

Substantial completion (days or date): 0 working days

Ready for final payment (days or date): 0 working days

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$934,450.95

Substantial completion (days or date): 90 working days

Ready for final payment (days or date): 110 working days

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$14,150.10

Substantial completion (days or date): 0 working days

Ready for final payment (days or date): 0 working days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$920,300.85

Substantial completion (days or date): 90 working days

Ready for final payment (days or date): 110 working days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 

By: \_\_\_\_\_

By: 

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 8/23/12

Date: \_\_\_\_\_

Date: 8-23-2012



## Contractor's Application for Payment No. 7

	Application Period: <b>23-Aug-12</b>	Application Date: <b>23-Aug-12</b>
To (Owner): City of Osawatomie, KS	From (Contractor): Orr Wyatt Streetscapes	Via (Engineer): BG Consultants, Inc.
Project: 2011 Street Improvements	Contract: 2011 Street Improvements	
USDA Project No.: 18-061-486037846	Contractor's Project No.:	Engineer's Project No.: 10-1232L

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		-\$14,150.10
TOTALS		-\$14,150.10
NET CHANGE BY CHANGE ORDERS	-\$14,150.10	

1.	ORIGINAL CONTRACT PRICE.....	\$ 934,450.95
2.	Net change by Change Orders.....	\$ -\$14,150.10
3.	Current Contract Price (Line 1 ± 2).....	\$ 920,300.85
4.	<b>TOTAL COMPLETED AND STORED TO DATE</b> (Column F on Progress Estimate).....	<b>\$ 920,300.85</b>
5.	<b>RETAINAGE:</b>	
a.	<input checked="" type="checkbox"/> \$920,300.85 Work Completed.....	\$ _____
b.	<input checked="" type="checkbox"/> _____ Stored Material.....	\$ _____
c.	Total Retainage (Line 5a + Line 5b).....	\$ _____
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 920,300.85
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior App.).....	\$ 784,533.13
8.	AMOUNT DUE THIS APPLICATION.....	\$ 135,767.72
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ _____

**Contractor's Certification**  
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

ORR WYATT STREETSCAPES

By: Date: 8-23-2012

Payment of: \$ 135,767.72  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: 8/23/12  
 (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
 (Owner) (Date)

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

**Progress Estimate**

**Contractor's Application**

For (contract): <b>2011 Street Improvements</b>							Application Number:	6			
Application Period: 4-Aug							Application Date:	8-May			
A				B	D	E	F				
Bid Item		Bid Quantity	Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
No.	Description										
1.	Contractor Construction Staking	1	Lump Sum	\$ 10,800.00	\$ 10,800.00		\$10,800.00		\$10,800.00	100.0%	\$ -
2.	Mobilization	1	Lump Sum	\$ 8,600.00	\$ 8,600.00		\$8,600.00		\$8,600.00	100.0%	\$ -
3.	Removal of Existing Structures	1	Lump Sum	\$ 8,600.00	\$ 8,600.00		\$8,600.00		\$8,600.00	100.0%	\$ -
4.	Clearing and Grubbing	1	Lump Sum	\$ 9,700.00	\$ 9,700.00		\$9,700.00		\$9,700.00	100.0%	\$ -
5.	Unclassified Excavation	4,681	C.Y.	\$ 10.80	\$ 50,554.80		\$50,554.80		\$50,554.80	100.0%	\$ -
6.	Compaction of Earthwork (Type AA)(MR-5-5)	268	C.Y.	\$ 5.40	\$ 1,447.20		\$1,447.20		\$1,447.20	100.0%	\$ -
7.	Compaction of Earthwork (Type B)(MR-90)	1,280	C.Y.	\$ 3.25	\$ 4,160.00		\$4,160.00		\$4,160.00	100.0%	\$ -
8.	Aggregate Base (6")(AB-3)	11,583	S.Y.	\$ 7.00	\$ 81,081.00		\$81,081.00		\$81,081.00	100.0%	\$ -
9.	Gravel Surfacing (6")(AB-3)	119	S.Y.	\$ 10.80	\$ 1,285.20		\$1,285.20		\$1,285.20	100.0%	\$ -
10.	Remove and Replace Pavement	26	S.Y.	\$ 107.85	\$ 2,804.10		\$2,804.10		\$2,804.10	100.0%	\$ -
11.	Remove and Replace Curb and Gutter	33	L.F.	\$ 43.00	\$ 1,419.00		\$1,419.00		\$1,419.00	100.0%	\$ -
12.	Concrete Pavement (6" Uniform)(AE)	997	S.Y.	\$ 41.00	\$ 40,877.00		\$40,877.00		\$40,877.00	100.0%	\$ -
13.	Concrete Pavement (8" Uniform)(AE)	936	S.Y.	\$ 47.50	\$ 44,460.00		\$44,460.00		\$44,460.00	100.0%	\$ -
14.	Sidewalk Construction (4")(AE)	1,239	S.Y.	\$ 34.50	\$ 42,745.50		\$42,745.50		\$42,745.50	100.0%	\$ -
15.	Sidewalk Ramp (AE)	98.3	S.Y.	\$ 75.50	\$ 7,421.65		\$7,421.65		\$7,421.65	100.0%	\$ -
16.	Grade 3.0 Concrete (Misc.)	2	C.Y.	\$ 325.00	\$ 650.00		\$650.00		\$650.00	100.0%	\$ -
17.	Reinforcing Steel (for Steps)	75	Lbs.	\$ 1.00	\$ 75.00		\$75.00		\$75.00	100.0%	\$ -
18.	Handrail	8	L.F.	\$ 92.00	\$ 736.00		\$736.00		\$736.00	100.0%	\$ -
19.	Adjust Manhole	6	Each	\$ 324.00	\$ 1,944.00		\$1,944.00		\$1,944.00	100.0%	\$ -
20.	Adjust Valve Box (Water)	16	Each	\$ 215.00	\$ 3,440.00		\$3,440.00		\$3,440.00	100.0%	\$ -
21.	Adjust Waterline (Vertical)	2	Each	\$ 4,315.00	\$ 8,630.00		\$8,630.00		\$8,630.00	100.0%	\$ -
22.	Adjust Waterline (Horizontal)	1	Each	\$ 2,150.00	\$ 2,150.00		\$2,150.00		\$2,150.00	100.0%	\$ -
23.	5'x4' Setback Curb Inlet (Precast)	2	Each	\$ 2,695.00	\$ 5,390.00		\$5,390.00		\$5,390.00	100.0%	\$ -
24.	6'x4' Setback Curb Inlet (Precast)	9	Each	\$ 2,912.00	\$ 26,208.00		\$26,208.00		\$26,208.00	100.0%	\$ -
25.	10'x4' Setback Curb Inlet (Precast)	9	Each	\$ 4,314.00	\$ 38,826.00		\$38,826.00		\$38,826.00	100.0%	\$ -
26.	6'x4' Type 22 Curb Inlet (Precast)	1	Each	\$ 4,314.00	\$ 4,314.00		\$4,314.00		\$4,314.00	100.0%	\$ -
27.	12" Storm Sewer (CMP)	463	L.F.	\$ 36.70	\$ 16,992.10		\$16,992.10		\$16,992.10	100.0%	\$ -
28.	18" Storm Sewer (CMP)	1,520	L.F.	\$ 41.00	\$ 62,320.00		\$62,320.00		\$62,320.00	100.0%	\$ -
29.	2.5 SF Storm Sewer (CMAP)	97	L.F.	\$ 46.50	\$ 4,510.50		\$4,510.50		\$4,510.50	100.0%	\$ -
30.	18" End Section (CM)	1	Each	\$ 270.00	\$ 270.00		\$270.00		\$270.00	100.0%	\$ -
31.	2.5 S.F. End Section (CM)(Special)	1	Each	\$ 324.00	\$ 324.00		\$324.00		\$324.00	100.0%	\$ -
32.	Seeding, Fertilizing and Mulching	1	Lump Sum	\$ 6,040.00	\$ 6,040.00		\$6,040.00		\$6,040.00	100.0%	\$ -
33.	Temporary Seeding	1	Lump Sum	\$ 3,450.00	\$ 3,450.00		\$3,450.00		\$3,450.00	100.0%	\$ -

**Progress Estimate**

**Contractor's Application**

For (contract): <b>2011 Street Improvements</b>								Application Number: <b>6</b>			
Application Period: <b>4-Aug</b>								Application Date: <b>8-May</b>			
A				B	C	D	E	F			
Bid Item		Bid Quantity	Units	Unit Price	Bid Value	Estimated Quantity (in Units)	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
No.	Description										
34.	Temporary Construction Entrance	3	Each	\$ 2,155.00	\$ 6,465.00		\$6,465.00		\$6,465.00	100.0%	\$ -
35.	Temporary Slope Barrier	1,794	L.F.	\$ 2.15	\$ 3,857.10		\$3,857.10		\$3,857.10	100.0%	\$ -
36.	Temporary Erosion Control Mat	1,395	S.Y.	\$ 5.40	\$ 7,533.00		\$7,533.00		\$7,533.00	100.0%	\$ -
37.	Temporary Curb Inlet Sediment Barrier	21	Each	\$ 108.00	\$ 2,268.00		\$2,268.00		\$2,268.00	100.0%	\$ -
38.	Temporary Gutterbuddy	21	Each	\$ 108.00	\$ 2,268.00		\$2,268.00		\$2,268.00	100.0%	\$ -
39.	Temporary Concrete Washout	3	Each	\$ 1,080.00	\$ 3,240.00		\$3,240.00		\$3,240.00	100.0%	\$ -
40.	Permanent Sign (30"x30")(R1-1)	10	Each	\$ 178.00	\$ 1,780.00		\$1,780.00		\$1,780.00	100.0%	\$ -
41.	Permanent Sign Post (1 3/4" PSST)	120	L.F.	\$ 6.50	\$ 780.00		\$780.00		\$780.00	100.0%	\$ -
42.	Permanent Sign Post Anchor w/Sleeve	10	Each	\$ 10.80	\$ 108.00		\$108.00		\$108.00	100.0%	\$ -
43.	Traffic Control	1	Lump Sum	\$ 17,600.00	\$ 17,600.00		\$17,600.00		\$17,600.00	100.0%	\$ -
44.	Remove and Reset Fence (Chain Link)	70	L.F.	\$ 17.00	\$ 1,190.00		\$1,190.00		\$1,190.00	100.0%	\$ -
45.	Remove and Replace Fence (Wood)(Privacy)(6')	46	L.F.	\$ 30.25	\$ 1,391.50		\$1,391.50		\$1,391.50	100.0%	\$ -
46.	Wingwall Protection Fence (Chain Link)	25	L.F.	\$ 34.50	\$ 862.50		\$862.50		\$862.50	100.0%	\$ -
47.	Landscape Retaining Wall	166	S.F.	\$ 43.15	\$ 7,162.90		\$7,162.90		\$7,162.90	100.0%	\$ -
48.	Roof & Basement Drain System	1	Lump Sum	\$ 1,620.00	\$ 1,620.00		\$1,620.00		\$1,620.00	100.0%	\$ -
49.	Asphalt Base Course (BM-2b)	3,538	Tons	\$ 59.30	\$ 209,803.40		\$209,803.40		\$209,803.40	100.0%	\$ -
50.	Asphalt Surface Course (BM-2)	965	Tons	\$ 72.30	\$ 69,769.50		\$69,769.50		\$69,769.50	100.0%	\$ -
51.	Concrete Curb and Gutter (AE)(9" Toe)	5,775	L.F.	\$ 16.20	\$ 93,555.00		\$93,555.00		\$93,555.00	100.0%	\$ -
52.	Concrete Pavement (9" Uniform)(AE)	18	S.Y.	\$ 54.00	\$ 972.00		\$972.00		\$972.00	100.0%	\$ -
53.	CHANGE ORDER #1	1	LS	\$(14,150.10)	\$(14,150.10)		-\$14,150.10		-\$14,150.10	100.0%	\$ -
<b>Totals</b>					<b>\$ 920,300.85</b>		<b>\$920,300.85</b>		<b>\$920,300.85</b>		<b>\$ -</b>

# Stored Material Summary

# Contractor's Application

For (contract): <b>2011 Street Improvements</b>						Application Number: (Contractor enter App. No.)			
Application Period: (Contractor Enter Dates for which Work on this Pay App. was constructed)						Application Date: (Contractor enter Date)			
A	B	C	D		E	F		G	
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
<b>Totals</b>									



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** August 23, 2012

**AGENDA ITEM:** Amending Authorized Holidays for Retail Liquor Stores

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** In April, when you voted on the Sunday Sales ordinance, we informed you that state law outlined the rules for Sunday Sales, as well as the petition and ballot questions wording and process. We drafted an ordinance with that intent, but subsequently learned that we had made a drafting error which incorrectly prohibited sales on Memorial Day, Independence Day and Labor Day. While the statute is confusing, this is something we should have caught.

The good news is that the petition and the ballot questions both were accurately written to follow state statute and the ballot measure specifically asked if we should “prohibit sales on Sundays” and these three holidays. After reviewing the process and the issue of Sunday Sales being approved by the voters, we believe that our ordinance needs to be amended to accurately reflect the intent of the City Council, which was to pass an ordinance that correctly reflects state law.

To do so, we merely need to pass the following ordinance which corrects the language regarding retail liquor holidays. It should be noted that sales on Easter, Thanksgiving and Christmas will still be prohibited for retail liquor stores.

**COUNCIL ACTION NEEDED:** Vote on the proposed ordinance.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the proposed ordinance to fix the drafting error in the original ordinance.

(Published in the Osawatomie Graphic, August 23, 2012) 1t

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 3-305 OF THE CODE OF THE CITY OF OSAWATOMIE AMENDING THE AUTHORIZED HOLIDAYS ON WHICH RETAIL SALES OF ALCOHOLIC LIQUOR MAY OCCUR.

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

**Section 1.** Pursuant to K.S.A. 41-712 and K.S.A. 41- 2911, Section 3-305 of the Code of the City of Osawatomie are hereby amended to read as follows:

**3-305 HOURS OF SALE.** No person shall sell at retail any alcoholic liquor:

- (a) On Sunday, except between the hours of 12:00 noon and 8:00 p.m.
- (b) On Easter, Thanksgiving Day and Christmas Day.
- (c) Before 9:00 a.m. or after 11:00 p.m. on any day when the sale thereof is permitted.

**Section 2.** Existing Section 3-305 of the Code of the City of Osawatomie are repealed.

**Section 3.** This ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

Passed by the Governing Body, this 23<sup>rd</sup> day of August, 2012.

\_\_\_\_\_  
Philip A. Dudley, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Ann Elmquist  
City Clerk



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** August 23, 2012

**AGENDA ITEM:** Planning and Zoning Update Proposal

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** In January, we signed an agreement with Scott Michie to serve as the City's on-call planner. Scott serves in a role similar to our City Attorney or City Engineers, where he serves as a resource for difficult issues or helps us when we feel we are in over our heads or dealing with a unique issue. His help has been invaluable over the past several months in evaluating our zoning regulations and providing us with training and background materials.

At the time we brought Scott on board, we knew that our zoning regulations were very complex for a City this size. While a majority of them are good basic regulations they are difficult to navigate as a codes official. The rules, process and exceptions for one situation are scattered throughout the document in several different places and the manner in which they are laid out is not consistent throughout.

Also, in my year in this community, I have run across a number of regulations that I believe are difficult to enforce, are burdensome for a city such as ours, or just overly confusing. I feel that with the change in the economy and the nature of the housing market now is a crucial time for these regulations to be re-examined in a manner that makes some common sense for re-development and doesn't encourage buildings or properties to sit vacant.

Because of these issues, I asked Scott to put together a proposal for a rework of the zoning regulations. This process will include input from our codes staff, the Planning Commission and the Governing Body. It will yield a more "reader-friendly" set of regulations and will seek to modify our regulations so that they are a better "fit" for our city.

In order to implement this project, Scott provided a proposal which totals \$13,960 for this several month project. We recommend an addendum to his current contract to include this proposal for the zoning update services.

While expenditures over \$10,000 are usually placed out for proposals or bids, I believe that this process is exempt. This process is no different than asking the City Attorney to take on litigation on behalf of the City or asking the City Engineer to do design work on a project. We typically would not bid out those services because the City has already invested time in a relationship with the expert and to start over with a new individual will take more time, resources and possibly produce a less informed product.

Furthermore, I believe this to be a very good price for the work required as it will include updating zoning and subdivision regulations, provide us with a desperately needed procedures manual and forms, facilitation of three meetings, and providing binders and electronic versions of all the documents.

Finally, in order for a City to grow new business and expand, it must have a consistent, reasoned and professional approach in its business transactions. Often, the regulations which any new business prospect will encounter in a new jurisdiction are zoning regulations. I believe that providing common sense, user friendly regulations will present a good impression to any new business wanting to come to Osawatomie.

**COUNCIL ACTION NEEDED:** Vote on the proposed contract addendum which provides for updating of the City's zoning and subdivision regulations.

**STAFF RECOMMENDATION TO COUNCIL:** I strongly urge the City Council to approve this contract. The current regulations create a lot of wasted time and energy on a regular basis. They also are not clear enough that I believe the City will likely find itself in litigation because of the wide range of interpretations available in the current regulations.



## Proposal

**To:** Don Cawby, City Manager  
**From:** Scott A. Michie, Consulting Planner  
**Date:** August 10, 2012  
**Re:** City of Osawatomie Land Use Regulation Overhaul/Procedures Manual Proposal

Attached please find an Agreement Addendum No. 1 for an overhaul of the City land use regulations--The **Zoning and Subdivision Regulations**--and for creating a new "**Procedures Manual**." The Appendix provided in the planning commission training materials in April-May provided an outline to structure Osawatomie new Zoning Regulations, **attached to this memo**. In short, the new/amended regulations will provide a more user friendly structure than the existing zoning regulations, making key information easier to find and understand. These principles guide the outline:

1. The zoning regulations will be arranged logically by topic:

Similar subjects are arranged together by chapter – e.g., procedures, improvement standards, nonconformities – rather than scattered throughout the regulations, to the extent possible.

The more interesting and/or commonly used parts of the regulations will be placed up front. Dry, technical material resides in appendices, or at least to the rear of the regulations.

Procedural information (e.g., application submittal requirements) is needed to provide effective standards and guidance for applicants and permitting officials. These items - such as submittal requirements and fees - will be placed in the rear of the code and, most importantly, compiled in a new Procedures Manual with forms for ease of administration.

2. A more detailed ordinance must be made user-friendly and easier to use during the development review process. That said, development regulations should not be longer than needed:

- Consolidating long, repetitive lists of standards into tables. For example, the current Osawatomie regulations create long "laundry lists" of uses and the setback and height standards in each set of district regulations. This adds to the length of your current regulations. The alternative presented will be a table of permitted uses and dimensional standards. While tables are not particularly exciting reading either, they do minimize the length of the regulations. Also, some readers like to compare standards across districts.
- Osawatomie's current zoning regulations uses the "laundry list" approach. The lists are not excessively long (for a city of this size) because the list of uses is abbreviated. This has its own issues – this tends to leave out many uses, leaving questions unanswered or effectively excluding uses that could be appropriate to the district. As we expand the list of uses, we will also consolidate detailed listings where possible and uses cross- references to national standards (such as LBCS and NAICS) to avoid excessive length.
- Keeping topics that are not germane to land development out of the zoning regulations, or those dealing with unique situations that are not part of the normal development review

process. Examples might include flood protection, which could be pulled and left as separate, stand-alone regulations. Pulling these matters to other parts of the City Code would streamline the zoning regulations.

3. Standards are “right sized” to regulate only what is needed. This not only reduces volume, but it also reduces budget and staffing needs.

4. Graphics will illustrate the sign code.

5. The numbering conventions will follow a similar approach as that of the existing zoning regulations, but vary as follows:

Chapter + City Code Title followed by a 2-digit number (e.g., 18.01 Introduction) Section (e.g., Sec. 18.01.10 Purpose)

Subsections: A.

Subparagraph 1.

Osawatomie’s current Zoning Regulations do a poor job of keeping subsections clear and orderly. We will avoid long, run-on subparagraphs.

6. As an example of one current zoning text issue, Nonconforming Regulations:

- The City currently addresses Nonconforming a) lots, b) structures and c) uses at Chapter 3-3.C.1-3.
- At 3-3.C.4 the regulations lump together other nonconformities, including parking lots, signs, etc.
- You should consider addressing parking lots as a fourth class of nonconformities by itself so that you can deal with the paving of nonconforming parking lots separately.
- This could become your new “Nonconforming Parking Lots” and consolidated with text in Chapter 19-2, “Improvement of Parking Areas.”

7. Updated subdivision regulations will detail development guarantee provisions and procedures.

In summation, I look forward to finalizing a scope of services and contract addendum for this timely project--to give the City of Osawatomie a new set of updated regulations and procedures manual based on best practices and community input. As to fee estimate, the overhaul of such regulations can be provided for a wide array of costs. I’d be happy to review the time and cost estimates with you; but for now, let me say that this fee estimate is below a standard similar cost in part because I have had the opportunity to become familiar with your documents and development issues, leading to cost savings that I have factored in here. Also, I am currently providing similar work for other clients and as a result can call upon that experience as well as long-standing experience to provide the City with a cost-effective service.

END OF PROPOSAL

**ADDENDUM NO. 1 TO AN  
AGREEMENT FOR PLANNING ADVISORY SERVICES**

THIS AGREEMENT, made this \_\_\_\_ day of JULY, 2012; BY AND BETWEEN the **CITY OF Osawatomie, Kansas, 439 Main Street, P.O. Box 37, Osawatomie, KS 66064-0037**, hereinafter called the "City", and **Scott A. Michie Planning Services, 9943 Cedar Drive, Overland Park, Kansas 66207**; hereinafter called the "Consultant";

WHEREAS, the City requires the Consultant to provide planning advisory services to update the city zoning and subdivision regulations; draft a new procedures manual for land use regulation amendments; and facilitate the needed work sessions and public hearing as consultant to the City for the Project; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS herein contained, the parties hereto hereby agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

The Consultant will provide the following services:

1. Facilitate a joint "Regulatory Issues Identification and Definitions Work Session" with the city elected official and appointed officials who help administer land use regulations and staff; present draft zoning and subdivision regulations in the city work session; provide draft regulations in pdf form for the staff to duplicate and distribute to participants in preparation for the joint work session; and facilitate a conference call with staff to prepare for the joint session.
2. Overhaul the City Zoning regulations based on "best practices" and input from the work session, with existing zoning district classifications retained as determined during the Project and, where alternative or new districts are created, a "Table of Equivalent Districts" so that land parcels within the City retain their current zoning designations to avoid rezoning of land without public hearing; and with updated regulatory procedures to create more modern administration of the regulations in accordance with current state statutes.
3. Update the City Subdivision regulations from work session input and in accordance with current state statutes.
4. Create a Land Use Regulatory Procedures Manual to allow for administration of updated procedures relevant to the revised land use regulations.
5. Facilitate a followup work session for consideration of all revised draft regulations and the new draft Procedures Manual prior to a public hearing for final public input; provided a "Public Hearing Draft" of all documents for the staff to distribute to the planning commission prior to the public hearing; facilitate conference calls as needed.
6. Facilitate a public hearing of the planning commission to recommend adoption of all Project documents. Provide a final "Recommended Public Hearing Copy" of all documents for the staff to distribute to the city council prior to the public meeting for adoption.
7. Furnish 3-hole binders with color copied front/spine/back sheets inserted and document dividers included for insertion of final documents reproduced by the City.
8. Furnish pdf and word processing documents (Apple Pages and/or converted Word docs) of all Project files upon completion of the Project.

9. Provide additional planning services for fees in addition to the lump sum compensation in Article III, if directed by the Client, including reproduction of final hard copies of the finally adopted land use policy plan and regulatory documents and maps, as directed by the Client; and including attendance at the final public hearing for adoption of the final land use plan and updated regulatory documents.

**ARTICLE II  
COMPENSATION**

The Consultant will perform the service listed in Article II, 1-8 for a lump sum fee in an amount of \$13,960, including direct costs of travel and materials not otherwise provided by the Client, itemized as follows:

1. Prepare and facilitate a joint “Regulatory Issues Identification and Definition Work Session” with all elected and appointed officials and staff to discuss issues and review a first draft of all documents: **\$1,540.**
2. Draft updated City Zoning Ordinance: **\$5,650.**
3. Draft updated City Subdivision regulations: **\$2,155.**
4. Create an “Osawatomi Land Use Regulation Procedures Manual”: **\$1,970.**
5. Facilitate a followup project work session with City elected and appointed officials and provided edited final draft versions of all documents: **\$1,250.**
6. Facilitate a public hearing of the planning commission to recommend adoption of all Project documents; provide a final “Recommended Public Hearing Copy” of all documents: **\$1,170.**
7. Furnish 3-hole binders, “City Osawatomi Zoning Regulations/Subdivision Regulations/ Procedures Manual” with color copied front/spine/back sheets inserted, document dividers included: 15 sets. **\$225.**
8. Furnish all Project electronic files upon completion of the Project, in addition to electronic drafts of documents emailed to the client and/or posted on the Consultant’s file share site for downloading by the Client during the Project: No added Project Cost.
9. Provide additional planning services for fees in addition to the lump sum compensation in this Article, if directed by the Client, including reproduction of final hard copies of the finally adopted land use policy plan and regulatory documents and maps, as negotiated by the Client and the Consultant; and including attendance at the final public hearing for adoption of the final land use plan and updated regulatory documents: Optional Additional Project Costs at the discretion of the Client, either as additional lump sum fees or on an hourly basis, compensated at the rates listed below.

Services for added work as may be requested by the City provided in Article II, 9 may be provided on an hourly basis or on a lump sum basis in an amount negotiated by both parties and authorized by the City. For services performed on a per hour basis by the Consultant, the City agrees to compensate those services at the rates as listed below:

Senior Advisory Planner .....	\$110.00
Clerical .....	\$35.00
Mileage .....	Current IRS-Approved Mileage Rate
Direct Expenses (Meals, Printing and Other Approved Expenses):	at Agreed Rates

A statement shall be submitted by the Consultant monthly itemizing the position, services performed and percent complete to date. The City shall make payment within thirty (30) calendar days of the date of said statement for all fees and expenses.

**ARTICLE III  
CLIENT'S RESPONSIBILITIES**

In addition to the responsibilities identified for the "Client" listed above, the Client shall provide the following:

1. Designate in writing a person and/or a department or agency to act as the Client's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person or agent shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the Consultant's services for the Project.
2. Make available to the Consultant all existing data and records relevant to plan work elements, including electronic base maps, and amending ordinances. disks of electronic base maps from the county electronic mapping files and other information possessed by the Client which are relevant to the Consultant in the completion of the work under this Agreement.
3. Furnish photocopies of all draft work session documents for Project participants at all work session and public meetings and public hearings as required in Article II, 1-6; and final project documents other than as provided in Article II, 7.
4. Provide an electronic copy of all amendatory ordinances passed by the Client included in the new draft regulations.
5. Approve all criteria and information as to Client's requirements for the Project, including planning objectives and constraints, performance requirements, any budgetary limitations, and furnish copies of all standard forms in use by the Client relative to the planning area or Project and host public meetings.
6. Organize and host all public meetings, provide for informal and formal published notice of public meetings, and furnish all other public contact with Project Stakeholders at the discretion of the Client.
7. Furnish review by the municipal attorney of draft regulatory documents at the discretion of the Client.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

This Agreement shall commence upon the date of authorization, and shall continue until the \_\_\_\_\_ day of January, 2013; PROVIDED, HOWEVER, that the City may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing at least thirty (30) days prior to the effective date of such termination. In the event the City terminates this Agreement as herein provided, the City agrees to pay to the Consultant any and all sums due and owed for services rendered in accordance with the terms of this Agreement to the effective date of such termination. The staff person designated by the Consultant as Project Planner shall be Scott Michie who shall be assisted as needed by other personnel of the Consultant.

IN WITNESS WHEREON, said parties have affixed their name, the day and year first written above.

**CONSULTANT:**

**CITY:**

**SCOTT A. MICHIE PLANNING SERVICES**

**THE CITY OF OSAWATOMIE, KANSAS**

\_\_\_\_\_

\_\_\_\_\_

Scott A. Michie  
Owner

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Title: \_\_\_\_\_

# **The City of Osawatomie, Kansas**

## **Zoning and Subdivision Regulation Update: Procedures Manual Sample**

**Scott A. Michie, AICP**  
**City of Osawatomie On-call Advisory Planner**

Scott A. Michie PLANNING SERVICES  
samichie@samplanningservices.com

City of Osawatomie, Kansas  
**PROCEDURES MANUAL**

It is a good practice to develop and use a “Procedures Manual” comprised of forms for the public to apply for matters before the city planning commission and council. Checklists can be developed, as well, along with explanations of the regulatory process. Following is a typical Table of Contents for such a manual.

**PROCEDURES MANUAL**  
**SAMPLE—TABLE OF CONTENTS**

**ARTICLE 1: THE PROCEDURES MANUAL AND LAND USE REGULATION**

INTRODUCTION.....  
The Comprehensive Plan.....  
Zoning Ordinance.....  
Subdivision Ordinance.....

**ARTICLE 2 : BYLAWS**

**ARTICLE 3 : PLANNING COMMISSION AND BOARD OF ZONING APPEALS**

**ARTICLE 4: BOARD OF ZONING APPEALS BY LAWS**

**ARTICLE 5: CODE OF CONDUCT**

**ARTICLE 6: ETHICAL PRINCIPLES, PLANNING COMMISSION AND STAFF**

**ARTICLE 7: PROCEDURAL SUMMARY**

**ARTICLE 8: ZONING & SUBDIVISION TEXT AMENDMENT PROCEDURE**

ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION  
(*SAMPLE*) OFFICIAL NOTICE  
(*SAMPLE*) ORDINANCE

**ARTICLE 9: ZONING DISTRICT AMENDMENT (REZONING) PROCEDURE**

REZONING APPLICATION  
(*SAMPLE*) OFFICIAL NOTICE  
(*SAMPLE*) ORDINANCE

**ARTICLE 10: PLANNED DEVELOPMENT PROCEDURE**

PRELIMINARY DEVELOPMENT PLAN APPLICATION  
FINAL DEVELOPMENT PLAN APPLICATION  
PRELIMINARY AND FINAL DEVELOPMENT PLAN CHECKLIST

**ARTICLE 11: SPECIAL USES**

SPECIAL USE PERMIT APPLICATION  
SPECIAL USE PERMIT  
REASONS FOR DETERMINATION



(SAMPLE) ORDINANCE

**ARTICLE 12: SITE PLAN REVIEW**

SITE PLAN REVIEW  
SITE PLAN CHECKLIST  
DOWNTOWN OVERLAY DISTRICT CHECKLIST  
MANUFACTURED HOME—RESIDENTIAL DESIGN CHECKLIST

**ARTICLE 13: HOME OCCUPATION PERMIT PROCEDURE**

HOME OCCUPATION PERMIT APPLICATION

**ARTICLE 14: VARIANCE PROCEDURE**

VARIANCE APPLICATION  
BOARD OF ZONING APPEALS  
DETERMINATION OF VARIANCE REQUEST  
BY THE BOARD OF ZONING APPEALS  
(SAMPLE) OFFICIAL NOTICE

**ARTICLE 15: APPEAL OF ADMINISTRATIVE DECISION**

APPEAL PROCEDURE  
APPEAL OF ADMINISTRATIVE DECISION APPLICATION  
APPEAL OF ADMINISTRATIVE DECISION  
REASONS FOR DETERMINATION  
(SAMPLE) OFFICIAL NOTICE

**ARTICLE 16: LOT SPLIT**

LOT SPLIT APPLICATION  
LOT SPLIT CHECKLIST  
LOT SPLIT APPROVAL CERTIFICATE

**ARTICLE 17: PLAT APPROVAL**

PLAT APPROVAL PROCESS  
PRELIMINARY PLAT APPLICATION  
FINAL PLAT APPLICATION  
INSTRUCTIONS

**ARTICLE 18: PROTEST PETITIONS**

PROTEST PETITION

**ARTICLE 19: ZONING VIOLATIONS**

(SAMPLE LETTER OF INITIAL NOTIFICATION OF VIOLATION  
(SAMPLE LETTER OF ZONING VIOLATION STOP ORDER

**ARTICLE 20: AGENDAS & STAFF REPORTS**

**ARTICLE 21: FENCES**

FENCES

**ARTICLE 22: SIGN PERMIT**

**ARTICLE 23: ENFORCEMENT, VIOLATION & PENALTY**

SAMPLE LETTER OF INITIAL NOTIFICATION OF VIOLATION

SAMPLE LETTER OF ZONING VIOLATION STOP ORDER

## Chapter 14

### VARIANCE

#### **VARIANCE PROCEDURE**

When an applicant feels that the strict application of the requirements of the zoning regulations would create an undue hardship, he or she may request a variance from the Board of Zoning Appeals. The Board of Zoning Appeals must base its decision, to as great a degree as possible, on factual evidence, and not the personal opinion of the applicant, neighbors, or others. The request for a variance should be based on a conflict between the restrictions on the development of the property due to the Zoning Ordinance and the restrictions on the development of the property due to its physical characteristics. A variance should be issued only to the specific restrictions on physical construction and not to the list of permissible land uses within a given zone.

- The applicant shall first meet with the City Clerk and receive a complete explanation of the zoning requirement in question, the variance procedure, and an application form.
- The applicant shall submit a completed application form and pay the appropriate fee. As a part of the application, a sketch map shall be submitted showing proposed and existing structures and uses on the property for which the variance is being requested and on immediately adjacent properties. An application shall not be processed unless it has been fully completed, the fee paid, and all required information submitted.
- The City Clerk shall schedule a regular meeting of the Board of Zoning Appeals and send copies of the application to Board of Zoning Appeals members upon receipt of a fully completed application. Twenty (20) days prior to the Board of Zoning Appeals meeting, an official notice to the public shall be published in a newspaper of general circulation in the City explaining the variance request and the time and place of the scheduled hearing. A copy of the notice shall be mailed to each party of interest and to the Planning Commission.
- At the scheduled meeting, the Board of Zoning Appeals shall hear all facts and testimony from all parties wishing to be heard concerning the requested variance. In each case, the Board of Zoning Appeals shall not grant a variance unless it finds, based on the evidence presented, facts which conclusively support all of the following findings:

1. *UNIQUENESS*

The variance requested arises from conditions, which are unique to the properties in question, which are not ordinarily found in the same zoning district, and which are not caused by actions of the property owners or applicant. Such conditions include the peculiar physical surroundings, shape, or topographical condition of the specific property involved which would result in a practical difficulty or unnecessary hardship for the applicant, as distinguished from a mere inconvenience, if the requested variance was not granted.

2. *ADJACENT PROPERTY*

The granting of the variance will not be materially detrimental or adversely affect the rights of adjacent property owners or residents.

3. *HARDSHIP*

The strict application of the provisions of the zoning regulations from which a variance is requested will constitute an unnecessary hardship upon the applicant. Although the desire to increase the profitability of the property may be an indication of hardship, it shall not be a sufficient reason by itself to justify the variance.

4. *PUBLIC INTEREST*

The variance desired will not adversely affect the public health, safety, morals, order, convenience, or general welfare of the community. The proposed variance shall not impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.

5. *SPIRIT AND INTENT*

Granting the requested variance will not be opposed to the general spirit and intent of the zoning regulations.

6. *MINIMUM VARIANCE*

The variance requested is the minimum variance that will make possible the reasonable use of the land or structure.

Minutes of the public meeting, including evidence presented during the proceedings and the findings of the Board of Zoning Appeals, shall be kept. The Board of Zoning Appeals may grant, grant conditionally, or deny the application for a variance. The Board of Zoning Appeals' written determination shall be sent to all affected parties, including the Planning Commission.

**City of Osawatomi Procedures Manual**  
**Article 14—Variance**

**VARIANCE APPLICATION**  
**BOARD OF ZONING APPEALS**

Return Form to:  
City of Osawatomi Codes Administrator  
439 Main Street  
PO Box 37  
Osawatomi, KS 66064-0037  
(913) 755-2146  
Email: \_\_\_\_\_

For Office Use Only  
Case No.: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Deposit: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

APPLICANT: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ZIP: \_\_\_\_\_

OWNER: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ZIP: \_\_\_\_\_

EMAIL CONTACT: \_\_\_\_\_

LOCATION OF PROPERTY: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Section of Zoning Ordinance from which Variance is Requested: \_\_\_\_\_

\_\_\_\_\_

Adjacent Zoning and Land Use:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

Present Zoning/Land Use of Property: \_\_\_\_\_

Proposed Use of Property: \_\_\_\_\_

Utility lines or easements that would restrict proposed development:

\_\_\_\_\_

\_\_\_\_\_

Please indicate below the extent to which the following standards are met, in the applicant's opinion. *The applicant shall provide an explanation on a separate sheet for each standard.*

**City of Osawatomie Procedures Manual**

***Article 14—Variance***

1. *UNIQUENESS* \_\_\_ Yes \_\_\_ No

The variance requested arises from conditions that are unique to the property in question, which are not ordinarily found in the same zoning district, and which are not caused by actions of the property owners or applicant. Such conditions include the peculiar physical surroundings, shape, or topographical condition of the specific property involved which would result in a practical difficulty or unnecessary hardship for the applicant, as distinguished from a mere inconvenience, if the requested variance was not granted.

2. *ADJACENT PROPERTY* \_\_\_ Yes \_\_\_ No

The granting of the variance will not be materially detrimental or adversely affect the rights of adjacent property owners or residents.

3. *HARDSHIP* \_\_\_ Yes \_\_\_ No

The strict application of the provisions of the zoning regulations from which a variance is requested will constitute an unnecessary hardship upon the applicant. Although the desire to increase the profitability of the property may be an indication of hardship, it shall not be a sufficient reason by itself to justify the variance.

4. *PUBLIC INTEREST* \_\_\_ Yes \_\_\_ No

The variance desired will not adversely effect the public health, safety, morals, order, convenience, or general welfare of the community. The proposed variance shall not impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.

5. *SPIRIT AND INTENT* \_\_\_ Yes \_\_\_ No

Granting the requested variance will not be opposed to the general spirit and intent of the zoning regulations.

6. *MINIMUM VARIANCE* \_\_\_ Yes \_\_\_ No

The variance requested is the minimum variance that will make possible the reasonable use of the land or structure.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**City of Osawatomi Procedures Manual**  
**Article 14—Variance**

**VARIANCE**  
**DETERMINATION OF THE BOARD OF ZONING APPEALS**

City of Osawatomi Codes Administrator  
439 Main Street  
PO Box 37  
Osawatomi, KS 66064-0037  
(913) 755-2146 Date Advertised:  
Email: \_\_\_\_\_

For Office Use Only  
Case No.: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_\_, the City of Osawatomi Board of Zoning Appeals, at its regular meeting, \_\_\_\_\_ (Action: Approved, Conditionally Approved, Denied) the variance requested from Section \_\_\_\_\_ of the Zoning Ordinance for the property at \_\_\_\_\_  
(Address or Location) as requested by \_\_\_\_\_ (Applicant).

**REASONS FOR DETERMINATION:**

In \_\_\_\_\_ (Action) this request, the Board of Zoning Appeals found that the variance (did/did not) fulfill the necessary five conditions for variance approval. Specifically, the Board of Zoning Appeals found:

\_\_\_\_\_  
\_\_\_\_\_

Findings of Board of Zoning Appeals on each of the following conditions:

	<u>Approved</u>	<u>Denied</u>
a Uniqueness	_____	_____
b Adjacent Property	_____	_____
c Hardship	_____	_____
d Public Interest	_____	_____
e Spirit and Intent	_____	_____
f. Minimum Variance	_____	_____

Conditions (if any):

\_\_\_\_\_  
\_\_\_\_\_

Please call the Codes Administrator's Office with any questions.



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** August 23, 2012

**AGENDA ITEM:** KSMAP Program

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** We are currently members of a mutual aid program with the Kansas Municipal Energy Agency (KMEA) which focuses on assistance to other member electrical cities. In general, mutual aid programs lay out the agreements and financial groundwork for how cities or entities will reimburse each other for assistance provided during an emergency.

The coordinators of the KMEA mutual aid program have decided that the Kansas Mutual Aid Program (KSMAP) offers a better and more streamlined service. Furthermore, KMEA is in the process of refocusing on its core business, which is power supply to municipal electric utilities.

KSMAP is designed primarily for public and private utilities including electric, gas, water and wastewater utilities. Its partnerships cover almost all Kansas utility associations as well as a couple of state agencies. KMEA strongly urges all current mutual aid partners to join the KSMAP program.

Attached is a recommended resolution for the City to join KSMAP and copies of the agreement and supplemental information concerning the program.

**COUNCIL ACTION NEEDED:** Vote on the attached resolution to join KSMAP.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the resolution which authorizes the Mayor and City Manager to execute the necessary documents to participate in the KSMAP.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE CITY OF OSAWATOMIE TO PARTICIPATE IN THE KANSAS MUNICIPAL AID PROGRAM FOR UTILITIES (KSMAP).

WHEREAS, the City of Osawatomie, Kansas (“Utility”), owns, operates and maintains a water, wastewater and electric utility; and

WHEREAS, the City of Osawatomie (“Utility”) desires to cooperate with other cities, districts, and utilities which own and operate, water, wastewater, gas, and/or electric utility systems; and

WHEREAS, the Utility expresses its intent to encourage and foster mutual aid between and among utilities in the event of disasters and emergencies; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has established a rule which provides that FEMA will reimburse mutual aid costs for a particular disaster or emergency only if mutual aid participants have signed a written agreement prior to that disaster or emergency; and

WHEREAS, prudent and appropriate charges should be established from time to time which may be paid to the Utility for its provision of mutual aid services and which may be paid to other utilities which may provide mutual aid assistance to the Utility; and

WHEREAS, participation in the program and responding to a request for assistance is strictly voluntary. The adoption of this agreement does not obligate the city, utility, district or association to provide any and all assistance that may be requested by another utility.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas that:

Section 1: The Mayor and City Manager are hereby authorized and directed to execute and deliver the Kansas Mutual Aid Program (KSMAP) Agreement (attached hereto) and such other documents and agreements as may be necessary for participation in the Kansas Mutual Aid Program for utilities.

Section 2: The managing staff of the utility system(s) shall establish reasonable rates for reimbursement of its labor and equipment costs as contemplated in FEMA rules, and periodically revise such rates as necessary.

Section 3: The Utility will provide mutual aid assistance to other like utilities if the management of the Utility determines that:  
(a) the reliability and performance of the Utility's system(s) and the public health and safety of the Utility's residents and customers will not be materially and adversely affected; and

- (b) the utility requesting assistance has executed the Kansas Mutual Aid Program Agreement (or an agreement substantially similar in form and content).

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 23rd day of August, 2012, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

---

Philip A. Dudley  
Mayor

(SEAL)

ATTEST:

---

Ann Elmquist  
City Clerk



KANSAS KANSAS  
MUNICIPAL MUNICIPAL  
ENERGY GAS  
AGENCY AGENCY

6300 West 95th Street  
Overland Park, Kansas 66212-1431  
(913) 677-2884  
(913) 677-0804 FAX

7/06/12

Don Cawby  
PO Box 37  
439 Main St.  
Osawatomie, KS 66064

Dear Don Cawby,

KMEA is the newest agency to partner with KMU and the other state agencies on the KSMAP program. The program is designed primarily for public and private utilities including electric, gas, water and wastewater utilities, and we strongly encourage all of our municipal utility members to participate in this program. KMEA Mutual Aid Coordinators discussed and recommended that there was a need to partner with KSMAP for better and more streamlined service to the municipals of the state of Kansas. The KMEA Executive Team has determined that it is necessary for all the KMEA Members to join KSMAP. KSMAP is a no-cost program with 111 current participants. There are many aspects about the KMEA Mutual Aid program that KSMAP has specifically indicated that they would like to adopt to their program to create the "Best of all" program that the state needs during times of emergency. KMEA is refocusing its efforts on its core business, which is power supply. While Mutual Aid is a valuable service, KMEA will no longer be providing Mutual Aid as it does not fit in the core business of power supply. Therefore, we strongly encourage you to become a member of KSMAP.

Kansas has always had a strong concept of neighbor helping neighbor, and a strong mutual aid program formalizes that ideal as utilities work together in times of crisis.

Participation in KS-MAP is strictly voluntary and provides a structure and protocol for utilities needing assistance and for those responding with aid. The process for joining the program is relatively simple, the governing body will need to adopt a resolution and sign the program agreement and return it to KSMAP. We have enclosed the following documents about the mutual aid program:

- A brochure that provides a brief overview of the KSMAP program;
- The KSMAP program packet that provides more detailed information about the program and the documents involved;
- The KSMAP resolution to join the program; and
- The KSMAP program agreement for signature.
- APPA FEMA Mutual Aid Agreement

These documents are also available online at [www.ksmap.org](http://www.ksmap.org). And can also be requested from:

Kansas Municipal Utilities  
Attn: Brad Mears  
101 ½ North Main Street  
McPherson, Kansas 67460

Once the governing body has approved the documents, just send a copy of the executed documents back to the KMU office. When KMU receives the signed documents, they will provide you with a confirmation letter that will direct you to go online at [www.ksmap.org](http://www.ksmap.org) and enter the community and contact information on the website.

As a reminder, there is no cost for participating in the KSMAP program. The only cost that could be incurred is when assistance is requested from a participating utility. Through the program agreement, participants agree to personnel charges, materials, and FEMA equipment reimbursement rates. These rates are often much less than what might be available from private contractors in an emergency situation.

If you have any questions about the program or the process for joining, please give me a call. We look forward to having your community join the other utility systems participating in the program to continue to unify the state municipal systems.

Sincerely,



Janssen Bruse  
Manager, Member Services  
Kansas Municipal Energy Agency  
[bruse@kmea.com](mailto:bruse@kmea.com)  
913-660-0231

Enclosures

## MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date \_\_\_\_\_

Entity \_\_\_\_\_ (name/ state)

By \_\_\_\_\_ (please print)

Title \_\_\_\_\_





# KANSAS

## MUTUAL AID PROGRAM FOR UTILITIES

*Bringing the Pieces Together*



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# Kansas Mutual Aid Program for Utilities

## KSMAP

The State of Kansas has experienced a number of disasters and emergency situations over the last several years that have caused significant damage to the utility infrastructure of communities, utilities, and other organizations across the state. These situations have demonstrated the need for a more effectively coordinated effort to respond to emergencies impacting utility systems including electric, natural gas, water, and wastewater utility systems. Kansas has always had a strong concept of neighbor helping neighbor, and a strong mutual aid program formalizes that ideal as utilities work to bring all the pieces together in times of crisis.

A coordinated effort has been developed to provide assistance to those affected utilities when the necessary response outstrips the utilities' ability to respond on their own. The Kansas Mutual Aid Program (KSMAP) has been developed to serve as the mutual aid program for Kansas utilities. The project is a joint effort of the following organizations:

- Kansas Municipal Utilities (KMU),
- Kansas Rural Water Association (KRWA),
- Kansas Section – American Water Works Association (KsAWWA),
- Kansas Water Environment Association (KWEA),
- Kansas Municipal Energy Agency (KMEA), and
- Kansas Power Pool (KPP)

with the cooperation of:

- Kansas Corporation Commission (KCC),
- Kansas Department of Health & Environment (KDHE), and
- Kansas Division of Emergency Management (KDEM).

The program provides the structure for inter-utility assistance in times of disaster or other emergencies to help bring all the pieces together to restore utility services.

The utilities and organizations participating in KSMAP stand ready to help with equipment, materials, and personnel to assist in the restoration and continuation of utility service for those utilities needing assistance.



## **WHY DEVELOP THIS PROGRAM?**

When any disaster or emergency strikes, the primary concerns for the community and its utilities include:

- Protection of public health, safety, and welfare;
- Securing the area and utility assets;
- Assessing the damage;
- Determining priorities for recovery; and
- Restoration and clean-up.

After recent disaster experiences, utilities in Kansas have found that:

- Utilities require specialized resources, equipment, and trained, certified personnel to work on their utility systems;
- Those responding to a disaster often count on having basic utility services to perform their responsibilities;
- Widespread disasters can quickly outstrip the local or regional resources that might be available to help;
- Disasters can impact local utility employees and their families, creating an even greater need for help from other utilities; and
- Agreements need to be in place before a disaster strikes in order to receive federal reimbursement.

The information included in this publication and on the web site ([www.ksmmap.org](http://www.ksmmap.org)) will provide your utility with information on:

- Becoming a participating utility in KSMAP;
- Planning before disaster strikes;
- Calling for help or assistance from other utilities; and
- Responding when your utility is asked to help.

## **BECOMING A PARTICIPATING UTILITY IN KSMAP**

When your utility joins the other participating utilities in the KSMAP program, you become part of a much larger team, potentially including utilities from other states. The program helps to bring all the pieces together to help repair and restore your utility services as quickly as possible.

The process for becoming a part of KSMAP is simple. Your organization must approve the KSMAP Program Agreement by having your governing body or board of directors adopt a resolution authorizing your organization to sign the Program Agreement to become a part of KSMAP. A sample resolution and the program agreement are included in Appendices A and B.

In general, the program agreement outlines the purpose of the program, the responsibilities of participation, procedures for activating the program, and the reimbursement of expenses.

Once your organization approves the Program Agreement by resolution and submits a copy of both the signed resolution and program agreement to either:

Kansas Municipal Utilities  
101 ½ N. Main Street  
McPherson, KS 67460

Kansas Rural Water Association  
706 Waterway Drive  
Seneca, KS 66538

Your utility will then receive a user name and password to complete an online information survey about each utility that your organization operates. The data will include basic information about your system, your resources, and your personnel should you need assistance as well as resources that could be made available to help other utilities in the event of an emergency or natural disaster.

Your utility's information will be included in an online, searchable database to allow for effective coordination of resources when disaster strikes. This database will allow participating utilities and coordinators to search for resources by county, region, or statewide to find the needed assistance as close as possible.

## **PLANNING BEFORE DISASTER STRIKES**

Before disaster strikes every utility needs to develop a plan for recovery and restoration of utility services. The following information will help your utility as you review your own disaster and emergency plans.

- Put your utility recovery and restoration plan in writing;
- Incorporate the plan into your local emergency operations plan;
- Train employees (Emergency Operation Plans, NIMS, ICS);
- Identify critical machinery, equipment, and material and their locations;

- Identify critical system components and locations;
- Prioritize facilities for restoration efforts (public facilities, hospitals, nursing homes, etc.)
- Contact your utility's insurance carrier to assure that your coverage will extend to mutual aid assistance efforts.

## CALLING FOR HELP WHEN DISASTER STRIKES

### 1. Survey the damage

Survey location and severity of damage to your system BEFORE calling your Mutual Aid Coordinator to request help.

### 2. Make a quick inventory of needs -- be specific

Put together a short list of specific personnel, equipment and materials you'll need on an immediate basis before you place the call for help. This will save response time. Identify areas of need (e.g. substation, transformer banks, distribution, service connections, pressure regulating stations, etc.) and the specific jobs for which you need assistance.

### 3. Call for Mutual Aid

Utilities should call or contact any participating utility or a mutual aid coordinating entity (KMU or KRWA) for help:

Kansas Municipal Utilities  
 101 ½ N. Main Street  
 McPherson, KS 67460  
 620-241-1423 (phone)  
 620-241-7829 (fax)  
[www.kmunet.org](http://www.kmunet.org)

Kansas Rural Water Association  
 706 Waterway Drive  
 Seneca, KS 66538  
 785-336-3760 (phone)  
 785-336-2751 (fax)  
[www.krwa.net](http://www.krwa.net)

If telephone or normal radio contacts cannot be made, get assistance from the County Emergency Management Office, Highway Patrol or County Sheriff in requesting help.

#### Describe:

1. Nature of disaster.
2. Type of help, equipment and number of crews needed.

3. Other sources of help already contacted such as neighboring utilities or private contractors.

**Indicate:**

1. Where crews should report when they arrive in your city.
2. Estimated time (hours, days) they will be needed.

**Establish:**

1. A command center with a person and phone number to receive and return calls from a Mutual Aid Coordinating Entity.
2. Time when you will re-contact the Mutual Aid Coordinating Entity if incoming calls to your utility are not possible.
3. Method of documenting services provided and hours worked by outside utility crews.

**RESPONDING WHEN YOUR UTILITY IS ASKED TO ASSIST**

**1. Receiving a call from a Requesting Utility or Mutual Aid Coordinating Entity**

A representative of the utility should be designated to receive calls as part of the mutual aid program. Both a primary and back-up representative should be identified in the event help is needed on weekends or after regular working hours.

**2. Identify personnel and equipment available**

Take an inventory of the personnel and equipment your utility could send for emergency assistance without jeopardizing your own operation.

**3. Determine which personnel and equipment will be sent**

Give the Requesting Utility or Mutual Aid Coordinating Entity the names of utility personnel that will be sent to assist a neighboring community. Be specific. Also, explain in detail what equipment will be taken, e.g. aerial device, poles, transformers, backhoes, trenchers, pipe, welders, valves, hydrants, etc.

**4. Confirm directions for travel and where crews are to report**

In the event main roads into a community are closed, determine what route is



accessible and available for travel. Also, find out specifically where crews are to report for service assignments.

**5. Estimate time involved for your utility personnel**

Your utility's crew will need to know the approximate time they will be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

**6. Share information with your utility personnel before they depart**

Don't assume your workers understand the nature of their roles in the Mutual Aid process. Explain your utility's involvement in the program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

**7. Document time and costs**

Mutual aid assistance is provided for actual payroll costs and equipment reimbursement according to the schedule of standard charges as allowed by FEMA in its schedule of equipment rates. Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

## **KSMAP**

KSMAP is your resource when your utility needs help or assistance in times of disaster or emergency. Your neighboring utilities stand ready to help when needed by bringing the pieces together to help your utility. KSMAP is open to all utilities that are willing to work together to restore and help keep utility services to the residents, customers, and communities that they serve continuing the Kansas tradition of "neighbor helping neighbor."

For more information, see the website at [www.ksmap.org](http://www.ksmap.org) or contact:

Kansas Municipal Utilities  
101 ½ N. Main Street  
McPherson, KS 67460  
620-241-1423 (phone)  
620-241-7829 (fax)  
[www.kmunet.org](http://www.kmunet.org)

Kansas Rural Water Association  
706 Waterway Drive  
Seneca, KS 66538  
785-336-3760 (phone)  
785-336-2751 (fax)  
[www.krwa.net](http://www.krwa.net)

**APPENDIX A**  
**SAMPLE RESOLUTION**

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**Sample Resolution**

**KANSAS MUTUAL AID PROGRAM FOR UTILITIES  
(KSMAP)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the [insert name of City, District, or Utility] (“Utility”), owns, operates and maintains a(n) [insert water, wastewater, gas, and/or electric] utility;

**WHEREAS**, the [insert name of City, District, or Utility] desires to cooperate with other cities, districts, and utilities which own and operate water, wastewater, gas, and/or electric utility systems;

**WHEREAS**, the Utility expresses its intent to encourage and foster mutual aid between and among utilities in the event of disasters and emergencies;

**WHEREAS**, the Federal Emergency Management Agency (“FEMA”) has established a rule which provides that FEMA will reimburse mutual aid costs for a particular disaster or emergency only if mutual aid participants have signed a written agreement prior to that disaster or emergency;

**WHEREAS**, prudent and appropriate charges should be established from time to time which may be paid to the Utility for its provision of mutual aid services and which may be paid to other utilities which may provide mutual aid assistance to the Utility;

**WHEREAS**, participation in the program and responding to a request for assistance is strictly voluntary. The adoption of this agreement does not obligate the city, utility, district or association to provide any and all assistance that may be requested by another utility.

**NOW, THEREFORE BE IT RESOLVED** by the governing body or board of directors of [name of City, District, or Utility] that:

**Section 1.** The [insert appropriate officers or management titles, e.g. Mayor, City Manager, City Administrator, City Clerk, President, Chairman, Director, Secretary, General Manager, Manager, Superintendent, Supervisor, etc.] are hereby authorized and directed to execute and deliver the Kansas Mutual Aid Program (KSMAP) Agreement (attached hereto) and such other documents and agreements as may be necessary for participation in the Kansas Mutual Aid Program for utilities.



**Section 2.** The managing staff of the utility system(s) shall establish reasonable rates for reimbursement of its labor and equipment costs as contemplated in FEMA rules, and periodically revise such rates as necessary.

**Section 3.** The Utility will provide mutual aid assistance to other like utilities if the management of the Utility determines that:

- (a) the reliability and performance of the Utility's system(s) and the public health and safety of the Utility's residents and customers will not be materially and adversely affected; and
- (b) the utility requesting assistance has executed the Kansas Mutual Aid Program Agreement (or an agreement substantially similar in form and content).

**PASSED AND APPROVED** by the governing body or board of directors of **[insert name of City, District, or Utility]** this **[day]** of **[month]**, **[year]**.

---

**[insert title: Mayor, Chairman, or President]**

[SEAL]

ATTEST:

---

**[insert title: City Clerk or Secretary]**

**APPENDIX B**  
**PROGRAM AGREEMENT**

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**KANSAS MUTUAL AID PROGRAM FOR UTILITIES  
(KSMAP)**

**PROGRAM AGREEMENT**

This Agreement is made and entered into by public and private utilities that have, by executing this Agreement, manifested their intent to participate in a statewide program for mutual aid and assistance. For municipalities, this Agreement is authorized under the State of Kansas' statutes at K.S.A. 12-16,117, which provides that municipalities may provide assistance to other municipalities within or without the State of Kansas.

**ARTICLE I. PURPOSE**

This Kansas Mutual Aid Program Agreement (Agreement) is established to provide a method whereby signatory public and private utilities experiencing an emergency as a result of natural or manmade events in the state of Kansas can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary to protect the health and welfare of the utilities' customers.

**ARTICLE II. CREATION OF KANSAS MUTUAL AID PROGRAM**

The Kansas Mutual Aid Program (KSMAP) is created in recognition that emergencies may require assistance in the form of personnel, equipment, materials and other associated services from outside the area of impact. The signatory utilities hereby establish an intrastate program for mutual aid and assistance. Through the Kansas Mutual Aid Program, members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the intrastate mutual aid program.

By signing this Agreement, each public and private utility acknowledges the mutual benefit, which is received by that utility and, in turn, made available by that utility to other similarly situated utilities. KSMAP is administered for the purpose of providing emergency and other assistance in coordination with other public and private utilities entering into such agreements, as more fully described herein.

**ARTICLE III. DEFINITIONS**

- A. AGREEMENT - The Kansas Mutual Aid Program (KSMAP) Agreement, which is entered into by and between all participating utilities.
- B. PARTICIPATING UTILITY. Any public and private utility which executes this Mutual Aid Agreement.
- C. REQUESTING UTILITY - A Participating Utility who seeks assistance pursuant to this agreement.

- D. RESPONDING UTILITY - Any Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this agreement.
- E. NON-RESPONDING UTILITY – A Participating Utility that does not provide aid or assistance during a Period of Assistance under this agreement.
- F. ASSOCIATE MEMBER – Any non utility participant that provides a support role for the Mutual Aid Agreement and does not officially sign the agreement. This would include, for example, state departments and associations.
- G. EMERGENCY – A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a participating utility.
- H. AUTHORIZED REPRESENTATIVE - An employee or representative of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement.
- I. COORDINATING ENTITY(IES) - A Coordinating Entity may be authorized by the Requesting Agency to act as its authorized representative in coordinating the activities of the Responding Agencies. This authorization can be a standing authorization or activated by the authorized representative or governing body at the time of the request for assistance. As signatories to this agreement, entities such as the Kansas Municipal Utilities (KMU) and/or the Kansas Rural Water Association (KRWA) are indicating they have resources to provide this support. The Requesting Agency may opt to designate a representative of a Responding Agency to act as its Authorized Representative.
- J. PERIOD OF ASSISTANCE - The period of time beginning with the departure of any personnel or equipment of the Coordinating Entity or a Responding Utility from any point for the purpose of traveling to a Requesting Utility in order to provide assistance, or to a staging area in preparation for providing assistance, and ending upon the return of all personnel or equipment of the Coordinating Entity or the Responding Utility, after providing the assistance requested, to the applicable residence or place of Work, whichever is first to occur. All protections identified in the agreement apply during this period.
- K. PERSONNEL OR EQUIPMENT - The personnel or equipment, and any other materials or other associated services necessary to protect the health and welfare of utility customers, belonging to a Coordinating Entity or Responding Utility or sponsored by a Coordinating Entity or a Responding Utility through the mutual aid program or any other mutual aid agreement with any third party or parties.
- L. CONFIDENTIAL INFORMATION – Any document shared with any signatory of this agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Participating Utility or Associate Member.
- M. WORK OR WORK-RELATED PERIOD - Any period of time in which either the personnel or equipment of the Coordinating Entity or a Responding Utility are being used by or for the benefit of a Requesting Utility to provide assistance.

- N. SCHEDULE OF EQUIPMENT RATES - The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- O. FEMA - The Federal Emergency Management Agency, or its agents, successors, or assigns.
- P. KANSAS DIVISION OF EMERGENCY MANAGEMENT - The primary state agency, its agents, successors, or assigns which provides a comprehensive, risk-based emergency management program of mitigation, preparedness, response and recovery. The Division works directly with FEMA.
- Q. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

#### **ARTICLE IV. ADMINISTRATION OF KSMAP**

KSMAP is under the guidance of a steering committee comprised of representatives of Kansas Municipal Utilities (KMU), the Kansas Rural Water Association (KRWA), the Kansas Section of the American Water Works Association (KsAWWA), Kansas Water Environment Association (KWEA), Kansas Department of Health and Environment (KDHE), Kansas Department of Emergency Management (KDEM) and the Kansas Corporation Commission (KCC). The Steering Committee will meet at least annually to review the KSMAP.

Each Participating Utility and Coordinating Entity commits to supporting the terms of this agreement. Specifically, they commit to:

- A. Compile and update as necessary a list of all personnel employed by or under contract with the Participating Utility or Coordinating Entity or who are available for providing assistance to any Requesting Utility, including the qualifications, training, licenses and expertise maintained by each person identified by the Participating Utility or Coordinating Entity.
- B. Compile and update as necessary an inventory of equipment and materials maintained by the Participating Utility or Coordinating Entity that are available for providing assistance to any Requesting Utility, including the design specifications, operating requirements and condition of all such equipment and materials identified by the Utility.
- C. Compile and update as necessary an inventory of utility facilities owned and operated by the Participating Utility or Coordinating Entity should such facilities be damaged and require assistance from a Responding Utility.
- D. Provide complete and accurate documentation, including but not limited to completion of forms identifying specific equipment, materials and personnel deployed by the Participating Utility or Coordinating Entity. This will include the time of use, and the specific purpose of use.

## ARTICLE V. PROCEDURE

If a Participating Utility becomes a Requesting Utility, the following procedure is established to activate a response and should be followed to the extent practicable under the circumstances:

- A. An Authorized Representative of the Requesting Utility contacts the Authorized Representative of a Participating Utility and/or Coordinating Entity. The Requesting Utility provides the following information either orally or written to the extent known. If the request is made orally, it shall be prepared in writing as soon as practical.
  1. A general description of the damage sustained;
  2. The identity and location of the utility system or systems for which assistance is needed;
  3. The amount and type of personnel; equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
  4. The present weather conditions and the forecast for the next twenty-four (24) hours;
  5. A specific time and place for a representative of the Requesting Utility to meet the personnel from the Responding Utility.
  6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security and communications.
- B. When contacted by the Requesting Utility, the Authorized Representative of a Participating Utility and/or Coordinating Entity shall assess the circumstance, including the availability of personnel, equipment and materials, to determine whether it is appropriate to provide the assistance. Neither the Participating Utility nor any Coordinating Entity shall be under any obligation to provide assistance to Requesting Utility. If the Participating Utility and/or Coordinating Entity determine that they are able and willing to provide assistance, the Coordinating Entity and/or Participating Utility, now the Responding Utility, shall so notify the Authorized Representative of the Requesting Utility and provide the Requesting Utility with the specifics of the assistance.
- C. When providing assistance under this Agreement, the Requesting Utility and Responding Utility and Coordinating Entities will be organized and function under the National Incident Management System.
- D. The personnel and equipment of any Responding Utility and/or Coordinating Entity shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Responding Utility and/or Coordinating Entity, as appropriate.
  1. Any equipment or materials made available to a Requesting Utility shall be maintained by the Requesting Utility strictly as directed by the Responding Utility



and/or Coordinating Entity, including the location at which the equipment is used and the service of the equipment during use. The ownership of any equipment shall remain with the Responding Utility and/or Coordinating Entity and said equipment shall be returned to the Responding Utility and/or Coordinating Entity immediately upon request.

2. Representatives of the Requesting Utility may suggest work assignments and schedules for the personnel of the Responding Utility and/or Coordinating Entity. However, the designated supervisory personnel of the Responding Utility and/or Coordinating Entity shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for their respective personnel.
  3. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Responding Utility and/or Coordinating Entity, and report Work progress to the Requesting Utility.
- E. The Requesting Utility shall have the responsibility of providing daily communications with the personnel of the Responding Utility and/or Coordinating Entity.

#### **ARTICLE VI. REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions and costs:

- A. **PERSONNEL** - During the Period of Assistance, the Responding Utility and/or Coordinating Entity shall continue to pay its employees according to its then prevailing rules and regulations, including overtime. The Requesting Utility shall reimburse the Responding Utility and/or Coordinating Entity for all standard payroll costs and expenses incurred during the Period of Assistance.
- B. **EQUIPMENT** – The Responding Utility and/or Coordinating Entity shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If a Responding Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates, it shall provide such rates to the Requesting Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs. Reimbursement for the loss of or damage to any equipment caused by the Requesting utility or by its personnel or contractors shall be the replacement cost of the equipment lost or damaged unless such damage is caused by negligence of the Responding Utility or Coordinating Entity's personnel. In the alternative, the Responding Utility and/or Coordinating Entity may determine that the Requesting Utility will replace, with like kind and condition, the equipment lost or damaged.



- C. MATERIALS AND SUPPLIES - The Responding Utility and/or Coordinating Entity shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Utility's and/or Coordinating Entity's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus handling charges. In the alternative, the parties may agree that the Requesting Utility will replace, with a like kind and quality, as determined by the effected Responding Utility and/or Coordinating Entity, the materials and supplies used or damaged.
- D. TRANSPORTATION - The Responding Utility and/or Coordinating Entity shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
- E. MEALS, LODGING AND OTHER RELATED EXPENSES - Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Responding Utility and/or Coordinating Entity.
- F. PAYMENT - Unless mutually agreed otherwise, the Responding Utility and/or Coordinating Entity should bill the Requesting Utility for all expenses not later than ninety (90) days following the Period of Assistance. The Responding Utility may request additional periods of time within which to submit the itemized bill and the Requesting Utility will not unreasonably withhold consent to such request. The Requesting Utility shall pay the bill in full not later than forty-five (45) days following the billing date. The Requesting Utility may request additional periods of time within which to pay the itemized bill, and the Responding Utility will not unreasonably withhold consent to such request. This is provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Member unless the Requesting Utility has claims for reimbursement pending from third parties. If claims are pending, the Requesting Utility may request extensions until 90 days after resolution of a pending claim.

## **ARTICLE VII. INDEMNIFICATION**

The Requesting Utility shall assume the defense of, fully indemnify and hold harmless, the Responding Utility, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Utility's work during a specified Period of Assistance. The scope of the Requesting Utility's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Utility, or faulty workmanship or other negligent acts, errors, or omissions by Requesting Utility or the Responding Utility and/or Coordinating Entity personnel.

Participating Utilities and Coordinating Entities shall each indemnify the other and hold the other harmless from any claims for any injury to personnel; damage to or loss of equipment or materials; any loss of revenue or value arising from any actions taken or not taken in the administration, management and oversight of the mutual aid program; or from any actions taken or not taken in providing assistance to any Requesting Utility, including claims by any third parties.

#### **ARTICLE VIII. SIGNATORY INDEMNIFICATION**

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Coordinating Entities and the Participating Utilities who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all non-responding Participating Utilities and Coordinating Entities, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

#### **ARTICLE IX. INSURANCE**

The Participating Utilities and Coordinating Entities shall each bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that either Participating Utilities or the Coordinating Entities or any Requesting or Responding Utility may enjoy. The Participating Utilities and Coordinating entities should maintain appropriate insurance for:

- A. Any equipment, which may be used in providing assistance to a Requesting Utility,
- B. Employee faulty workmanship and other negligent acts, errors, or omissions,
- C. Meeting the indemnity conditions provided in Article VII, and
- D. Worker's compensation coverage.

#### **ARTICLE X. CONFIDENTIAL INFORMATION**

To the extent provided by law, any Participating Utility, Coordinating Entity, or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this agreement. If any Participating Utility, Coordinating Entity, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Participating Utility, Coordinating Entity, or Associate Member disclose any Confidential Information, the Participating Utility, Coordinating Entity, or Associate Member shall immediately notify the owner of the Confidential Information. All reasonable steps necessary shall be taken to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information.

The Participating Utility, Coordinating Entity, or Associate Member shall cooperate fully in any judicial or administrative proceeding relating thereto.

**ARTICLE XI. OTHER UTILITIES**

The Participating Utilities and Coordinating Entities acknowledge and agree that other utilities not participating in the Agreement may request and receive assistance through the mutual aid program. The Participating Utilities and Coordinating Entities understand that such other utilities not a party to the Agreement will be accorded a lower priority for receiving assistance than those utilities signing the Agreement.

**ARTICLE XII. PERFORMANCE NOT OBLIGATORY**

This Agreement is voluntary, and the responsibilities set forth under this agreement expressly are not enforceable by either party against the other. This Agreement does not obligate a Participating Utility or Coordinating Entity to provide any and all assistance that may be requested by a Requesting Utility.

**ARTICLE XIII. EXCLUSIVITY**

This Agreement is not exclusive and does not preclude or limit either a Participating Utility or a Coordinating Entity from executing other mutual aid agreements, whether under this program or otherwise, provided any such other mutual aid agreement should not be inconsistent with the parties' respective responsibilities under this Agreement.

**ARTICLE XIV. MODIFICATION**

No provision of this agreement may be modified, altered or rescinded by individual parties to the agreement. Modifications to this agreement may be due to programmatic operational changes to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modification requires a simple majority vote of Participating Utilities, Coordinating Entities, Participating Utilities and Associate Members. Approved modifications take effect 60 days after the date upon which notice is sent to the Participating Utilities, Coordinating Entities, and Associate Members.

**ARTICLE XV. INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, parties to this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Kansas Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members

may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for utilities through this Agreement if such a program were established.

**ARTICLE XVI. SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XVII. TERMINATION OF AGREEMENT**

This agreement may be terminated by either a Participating Utility or a Coordinating Entity by written notice to the other parties at the sole option of either the Participating Utility or the Coordinating Entity.

**NOW, THEREFORE,** in consideration of the covenants and obligations contained herein, authorized representatives of the Participating Utility or the Coordinating Entity duly execute this Kansas Mutual Aid Program Agreement. This Agreement is effective upon execution by each authorized representative.

\_\_\_\_\_  
(Name of Participating Utility or Coordinating Entity)

\_\_\_\_\_  
(Name of Authorized Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)





## How to Participate

To become a part of KSMAP, a participating utility will need to complete the following:

- Adopt a resolution approving the program agreement;
- Compile and update personnel, inventory, and equipment available for assisting other utilities;
- Agree to assist other utilities when your utility has the capability to assist others;
- Be prepared to reimburse assisting utilities for personnel costs and FEMA equipment rates;
- Submit information to the KSMAP program; and
- Provide appropriate training to personnel.

Your utilities' participation can help to restore essential utility services to residents and customers of your utility and others when emergencies or disasters strike.



2007 Kansas Ice Storm



## KSMAP

KSMAP is a state-wide mutual aid program for electric, natural gas, water and wastewater utilities and a coordinated project of the following organizations:



For more information, please visit:  
[www.ksmap.org](http://www.ksmap.org).

Or contact:

**Kansas Municipal Utilities**  
101 1/2 North Main Street  
McPherson, Kansas 67460  
ph 620.241.1423  
fx 620.241.7829

**Kansas Rural Water Association**  
706 Waterway Drive  
Seneca, Kansas 66538  
ph 785.336.3760  
fx 785.336.2751



# Kansas Mutual Aid Program for Utilities

Bringing the Pieces Together





Southeast Kansas Flooding

## Mutual Aid Need

The State of Kansas has experienced a number of disasters and emergency situations causing significant damage to the utility infrastructure across the state. The Greensburg and Chapman tornadoes, the flooding of Southeast Kansas, and recent ice storms are examples of the devastation that can be caused requiring extraordinary emergency efforts to restore utility services.

These disasters have demonstrated the need for a more effectively coordinated effort to respond to emergencies impacting utility systems including water, wastewater, natural gas and electric systems. Kansas has always had a strong concept of neighbor helping neighbor, and a strong mutual aid program will formalize that ideal as utilities work together in times of crisis.

## The Program

The mutual aid program is a cooperative effort of state utility associations and state government agencies including:

- Kansas Municipal Utilities;
- Kansas Rural Water Association;
- Kansas Section—American Water Works Association;
- Kansas Water Environment Association;
- Kansas Municipal Energy Agency;
- Kansas Power Pool;
- Kansas Corporation Commission; and
- Kansas Department of Health & Environment.

Recognizing that Kansans have a strong commitment to helping each other, but this assistance needed to be better coordinated, particularly in a large-scale emergency. These organizations agreed to work collectively to develop an emergency response effort for Kansas utilities creating KSMAP.

The KSMAP program provides an organized structure for requesting and responding with help for utilities. This program has been developed because:

- Utilities typically require specialized resources, equipment, and personnel to sustain operations;
- Large-scale disasters can quickly outstrip a utility's ability to respond and recover on its own;
- Neighboring utilities are willing to provide assistance; and
- Agreements need to be in place prior to an incident occurring.

## When Disaster Strikes

The primary concerns when disaster strikes your utility are:

- Protect the public health, safety and welfare;
- Secure the area and utility assets;
- Assess the damage;
- Determine priorities for recovery; and
- Restoration and clean-up.

KSMAP can help.

Greensburg prior to 2007 tornado.



Greensburg after 2007 tornado.



## CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: July 2012	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.12-14)	CASH BALANCE 8/9/2012
GENERAL OPERATING	30,824.04	1,567,582.47	1,175,651.43	422,755.08	30,161.12	392,593.96
WATER	43,575.36	462,521.40	420,063.66	86,033.10	10,546.43	75,486.67
ELECTRIC	296,090.62	2,409,821.40	2,209,804.49	496,107.53	11,743.74	484,363.79
EMPLOYEE BENEFIT	28,831.77	519,971.57	297,417.29	251,386.05	-	251,386.05
REFUSE	4,725.30	218,310.37	186,024.74	37,010.93	-	37,010.93
LIBRARY	91,625.55	17,320.25	5,331.98	103,613.82	-	103,613.82
RECREATION	713.87	94,583.28	94,583.28	713.87	-	713.87
RURAL FIRE	3,387.12	10,095.85	21,838.82	(8,355.85)		(8,355.85)
INDUSTRIAL	48,169.46	21,795.68	1,291.96	68,673.18	16.50	68,656.68
REVOLVING LOAN	72,670.12	-		72,670.12		72,670.12
SPECIAL PARKS & REC	12,692.43	267,420.25	158,500.50	121,612.18	3,365.86	118,246.32
STREET IMPROVEMENTS	4,662.26	151,755.23	39,093.33	117,324.16	6,897.98	110,426.18
BOND & INTEREST	61,001.68	345,005.28	57,516.25	348,490.71		348,490.71
PUBLIC SAFETY EQUIP.	9,771.80	65.32	-	9,837.12		9,837.12
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	361,440.35	441,872.81	434,639.72	368,673.44	5,944.63	362,728.81
RECREATION BENEFIT	-	11,842.02	11,842.02	-		-
GOLF COURSE	3,328.34	158,982.86	141,995.39	20,315.81	4,772.83	15,542.98
SPECIAL REVENUE (911)	9,897.41		-	9,897.41		9,897.41
LLEBG GRANT	-			-		-
TOURISM	3,722.53	44,099.52	37,652.15	10,169.90	540.00	9,629.90
DISASTER	-			-		-
CAPITAL - GENERAL	3,790.29	315,000.00	(9,524.26)	328,314.55		328,314.55
CAPITAL IMP. - STREETS	-	567,710.04	401,060.26	166,649.78		166,649.78
CAPITAL IMP - SEWER	-			-		-
CAPITAL IMP - GRANTS	0.02			0.02		0.02
CAFETERIA 125 # 50	137.54	9,097.67				9,235.21
COURT ADSAP # 51	5,001.00	1,460.00		6,461.00		6,461.00
COURT BONDS # 52	5,658.54	1,973.83	671.00	6,961.37		6,961.37
FORFEITURES # 53	19.09			19.09		19.09
OLD STONE CHURCH # 54	13.10		13.10	-		-
PAYPAL # 55	-	0.35		0.35		0.35
<b>TOTALS</b>	<b>1,101,750.43</b>	<b>7,638,287.45</b>	<b>5,685,467.11</b>	<b>3,045,335.56</b>	<b>73,989.09</b>	<b>2,980,581.68</b>

**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE: JULY 2012</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	523,875.00	562.00	308,456.50	215,980.50
Sports Complex	78,940.00		24.95	78,915.05
Public Safety	952,725.00	50.00	486,466.93	466,308.07
John Brown Cabin	44,750.00		25,841.09	18,908.91
Public Works	261,050.00		160,459.38	100,590.62
Swimming Pool	37,600.00		26,612.43	10,987.57
Cemeteries	117,239.00		63,876.20	53,362.80
Parks & Lakes	17,450.00		186.33	17,263.67
Municipal Court	101,784.00	4,201.00	56,407.58	49,577.42
Levees & Storm Water	27,000.00		14,718.55	12,281.45
Library	129,130.00	190.85	62,762.61	66,558.24
<b>TOTAL</b>	<b>2,291,543.00</b>	<b>5,003.85</b>	<b>1,205,812.55</b>	<b>1,090,734.30</b>
<b>WATER</b>				
Administration	239,333.00	35,195.36	128,393.82	146,134.54
Water Treatment	377,189.00	-	188,570.57	188,618.43
Water Distribution	215,503.00		113,645.70	101,857.30
<b>TOTAL</b>	<b>832,025.00</b>	<b>35,195.36</b>	<b>430,610.09</b>	<b>436,610.27</b>
<b>ELECTRIC</b>				
Administration	950,050.00	900.26	853,134.26	97,816.00
Electric Production	2,295,256.00		1,097,485.90	1,197,770.10
Elect Transmission	519,706.00	200.00	270,928.07	248,977.93
<b>TOTAL</b>	<b>3,765,012.00</b>	<b>1,100.26</b>	<b>2,221,548.23</b>	<b>1,544,564.03</b>
EMPLOYMENT BENEFIT	521,318.00	4,400.00	297,417.29	228,300.71
REFUSE	376,700.00		186,024.74	190,675.26
LIBRARY	109,551.00		5,331.98	104,219.02
RECREATION	174,829.00		94,583.28	80,245.72
RURAL FIRE	35,000.00		21,838.82	13,161.18
INDUSTRIAL	12,000.00		1,308.46	10,691.54
REVOLVING LOAN	-		-	-
SPECIAL PARKS & REC	13,674.00	1,058.63	161,866.36	(147,133.73)
ST IMPROVEMENT	120,500.00		45,991.31	74,508.69
BOND & INTEREST	544,658.00		57,516.25	487,141.75
PUBLIC SAFETY EQUIP.	9,520.00		-	9,520.00
FIRE INS PROCEEDS	15,000.00		-	15,000.00
SEWER	837,988.00	-	440,584.35	397,403.65
REC EMP BENEFITS	12,629.00		11,842.02	786.98
GOLF COURSE	282,892.00		146,768.22	136,123.78
SPECIAL REV (FIRE EQUIP)	-		-	-
SPECIAL REVENUE (911)	9,897.00		-	9,897.00
LLEBG GRANT	-		-	-
TOURISM	17,750.00		38,192.15	(20,442.15)
DISASTER	-		-	-
CAPITAL - GENERAL	-		14,804.26	(14,804.26)
CAPITAL IMP. - STREET	-		401,060.26	(401,060.26)
CAPITAL IMP - SEWER				-
CAPITAL IMP - GRANTS				-
CAFETERIA 125 #50				-
COURT ADSAP #51				-
COURT BONDS #52			671.00	(671.00)
FOREITURES #53				-
OLD STONE CHURCH #54	-		13.10	(13.10)
PAY PAL #55	-		-	-
<b>GRAND TOTAL</b>	<b>9,982,486.00</b>	<b>46,758.10</b>	<b>5,783,784.72</b>	<b>4,245,459.38</b>



**CASH TRANSACTIONS REPORT**

YEAR: THROUGH JULY  
City of Osawatomie

Page: 1  
8/14/2012  
2:19 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 01 - GENERAL OPERATING</b>				
100.101 CASH & INVESTMENTS	30,824.04	1,611,346.96	1,249,577.04	392,593.96
Fund: 01	30,824.04	1,611,346.96	1,249,577.04	392,593.96 ✓
<b>Fund: 02 - WATER</b>				
100.101 CASH & INVESTMENTS	43,575.36	478,079.32	446,168.01	75,486.67
Fund: 02	43,575.36	478,079.32	446,168.01	75,486.67 ✓
<b>Fund: 03 - ELECTRIC</b>				
100.101 CASH & INVESTMENTS	296,090.62	2,464,308.61	2,276,035.44	484,363.79
Fund: 03	296,090.62	2,464,308.61	2,276,035.44	484,363.79 ✓
<b>Fund: 04 - EMPLOYEE BENEFIT</b>				
100.101 CASH & INVESTMENTS	28,831.77	599,990.72	377,436.44	251,386.05
Fund: 04	28,831.77	599,990.72	377,436.44	251,386.05 ✓
<b>Fund: 05 - REFUSE</b>				
100.101 CASH & INVESTMENTS	4,725.30	218,310.37	186,024.74	37,010.93
Fund: 05	4,725.30	218,310.37	186,024.74	37,010.93 ✓
<b>Fund: 06 - LIBRARY</b>				
100.101 CASH & INVESTMENTS	91,625.55	17,320.25	5,331.98	103,613.82
Fund: 06	91,625.55	17,320.25	5,331.98	103,613.82 ✓
<b>Fund: 07 - RECREATION</b>				
100.101 CASH & INVESTMENTS	713.87	94,583.28	94,583.28	713.87
Fund: 07	713.87	94,583.28	94,583.28	713.87 ✓
<b>Fund: 08 - RURAL FIRE</b>				
100.101 CASH & INVESTMENTS	3,387.12	10,095.85	21,838.82	-8,355.85
Fund: 08	3,387.12	10,095.85	21,838.82	-8,355.85 ✓
<b>Fund: 09 - INDUSTRIAL</b>				
100.101 CASH & INVESTMENTS	48,169.46	21,795.68	1,308.46	68,656.68
Fund: 09	48,169.46	21,795.68	1,308.46	68,656.68 ✓
<b>Fund: 10 - REVOLVING LOAN</b>				
100.101 CASH & INVESTMENTS	72,670.12	0.00	0.00	72,670.12
Fund: 10	72,670.12	0.00	0.00	72,670.12 ✓
<b>Fund: 11 - SPECIAL PARKS &amp; RECREATION</b>				
100.101 CASH & INVESTMENTS	12,692.43	267,420.25	161,866.36	118,246.32
Fund: 11	12,692.43	267,420.25	161,866.36	118,246.32 ✓
<b>Fund: 12 - STREET IMPROVEMENT</b>				
100.101 CASH & INVESTMENTS	4,662.26	237,342.65	131,578.73	110,426.18
Fund: 12	4,662.26	237,342.65	131,578.73	110,426.18 ✓
<b>Fund: 13 - BOND &amp; INTEREST</b>				
100.101 CASH & INVESTMENTS	61,001.68	361,069.72	73,580.69	348,490.71
Fund: 13	61,001.68	361,069.72	73,580.69	348,490.71 ✓
<b>Fund: 14 - PUBLIC SAFETY EQUIPMENT</b>				
100.101 CASH & INVESTMENTS	9,771.80	65.32	0.00	9,837.12
Fund: 14	9,771.80	65.32	0.00	9,837.12 ✓
<b>Fund: 15 - INSURANCE PROCEEDS</b>				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84 ✓
<b>Fund: 16 - SEWER</b>				
100.101 CASH & INVESTMENTS	361,440.35	450,949.28	449,660.82	362,728.81
Fund: 16	361,440.35	450,949.28	449,660.82	362,728.81 ✓

CASH TRANSACTIONS REPORT

YEAR: THROUGH JULY  
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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 17 - RECREATION EMPLOYEE BENEFITS</b>				
100.101 CASH & INVESTMENTS	0.00	11,842.02	11,842.02	0.00
Fund: 17	0.00	11,842.02	11,842.02	0.00 ✓
<b>Fund: 18 - GOLF COURSE</b>				
100.101 CASH & INVESTMENTS	3,328.34	166,049.33	153,834.69	15,542.98
Fund: 18	3,328.34	166,049.33	153,834.69	15,542.98 ✓
<b>Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
<b>Fund: 20 - SPECIAL REVENUE (911)</b>				
100.101 CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
Fund: 20	9,897.41	0.00	0.00	9,897.41 ✓
<b>Fund: 21 - LLEBG GRANT</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00 ✓
<b>Fund: 22 - TOURISM</b>				
100.101 CASH & INVESTMENTS	3,722.53	44,544.95	38,637.58	9,629.90
Fund: 22	3,722.53	44,544.95	38,637.58	9,629.90 ✓
<b>Fund: 23 - DISASTER FUND</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 23	0.00	0.00	0.00	0.00 ✓
<b>Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL</b>				
100.101 CASH & INVESTMENTS	3,790.29	327,164.26	2,640.00	328,314.55
Fund: 24	3,790.29	327,164.26	2,640.00	328,314.55 ✓
<b>Fund: 25 - CAPITAL IMPROVEMENTS - STREETS</b>				
100.101 CASH & INVESTMENTS	0.00	645,660.46	479,010.68	166,649.78
Fund: 25	0.00	645,660.46	479,010.68	166,649.78 ✓
<b>Fund: 26 - CAPITAL IMPROVEMENTS - SEWER</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 26	0.00	0.00	0.00	0.00 ✓
<b>Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS</b>				
100.101 CASH & INVESTMENTS	0.02	0.00	0.00	0.02
Fund: 27	0.02	0.00	0.00	0.02 ✓
<b>Fund: 30 - CLEARING FUND</b>				
100.101 CASH & INVESTMENTS	0.00	2,837,322.64	2,837,322.64	0.00
Fund: 30	0.00	2,837,322.64	2,837,322.64	0.00 ✓
<b>Fund: 50 - CAFETERIA 125</b>				
100.101 CASH & INVESTMENTS	137.54	10,152.63	1,054.96	9,235.21
Fund: 50	137.54	10,152.63	1,054.96	9,235.21 ✓
<b>Fund: 51 - COURT ADSAP</b>				
100.101 CASH & INVESTMENTS	5,001.00	1,460.00	0.00	6,461.00
Fund: 51	5,001.00	1,460.00	0.00	6,461.00 ✓
<b>Fund: 52 - COURT BONDS</b>				
100.101 CASH & INVESTMENTS	5,658.54	2,362.03	1,059.20	6,961.37
Fund: 52	5,658.54	2,362.03	1,059.20	6,961.37 ✓
<b>Fund: 53 - FORFEITURES</b>				
100.101 CASH & INVESTMENTS	19.09	0.00	0.00	19.09
Fund: 53	19.09	0.00	0.00	19.09 ✓

CASH TRANSACTIONS REPORT

YEAR: THROUGH JULY  
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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 54 - OLD STONE CHURCH DONATIONS</b>				
100.101 CASH & INVESTMENTS	13.10	0.00	13.10	0.00
Fund: 54	13.10	0.00	13.10	0.00
<b>Fund: 55 - PAYPAL</b>				
100.101 CASH & INVESTMENTS	0.00	0.35	0.00	0.35
Fund: 55	0.00	0.35	0.00	0.35
Grand Totals:	1,101,750.43	10,879,236.93	9,000,405.68	2,980,581.68



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** August 23, 2012

### Projects

**Streets.** Our Street Crew has completed chip-sealing almost the entire east side of the City. We could have tried to chip seal a large portion of it this year, but we still have some hole patching and other small areas to fix before the seal would go down. My goal is that we are able to finish that work early in the summer so we can have the County come in to town to chip seal for a week in mid to late summer. The rest of the summer our staff will be crack sealing and patching the west side of town to chip-seal it in 2014.

I should also note that our guys are getting very busy with fixing water leak cuts. As this doesn't seem to be letting up, I imagine it will begin monopolizing our time for the rest of the year.

**Cabin Windows.** The windows at the cabin museum have been completed. The final inspection by the KHS architect is tomorrow. I looked at them yesterday and I am very impressed with the job they did. I also think the antique white color really brightens up the entire space.

**Internet Upgrade.** We have received an offer to upgrade our entire website to a newer version of software for \$2,000. The reason for the offer is that only a handful of Civics Plus clients are still on the old version and it is cheaper for them to offer us the upgrade at their cost for their time to convert it, rather than support the old version. We have a meeting next week with our website committee to review the upgrades and to hopefully find some new ways to improve our communication with the public.

### Issues

**Library CDBG.** Last week I spent several hours finding out about some issues regarding our potential CDBG application for the library this year. Unfortunately, the Department of Commerce has decided to require a community survey to be conducted in order to submit an application for a CDBG grant this year. Because our facility would serve the entire community, the cost of this survey would be about \$20,000 and would be next to impossible to complete within the time limits required. Therefore, the City will not have a CDBG application this year. Furthermore, the City will likely submit the library application in 2013 and any such application for a community project, such as streets or utilities, would have to wait until 2014.

While I completely disagree with this decision by the state, I don't believe that putting up a battle will help us at this time. Furthermore, fighting the decision may hurt us on our applications in the future. At this point, I think the best decision is to admit defeat and live to fight another day.

**Recognition**

**Summer Help.** Our summer employees worked out very well this summer and the amount of work that got done. We had local students and a couple of adults to help us with the parks, lake, street work and even some water leaks. They all did a very good job in a very difficult summer.

**Upcoming Meetings/Dates**

- August 29      Planning & Zoning
- August 30      Intergovernmental Meeting - Osawatomie
- Sept 13        City Council Meeting
- Sept 15-16     Freedom Festival
- Sept 27        City Council Meeting

**Manager's Out-of-town Schedule**

- Sept 4-8        3CMA Annual Conference in Portland
- Oct 6-8        LKM Annual Conference in Topeka