

**OSAWATOMIE CITY COUNCIL
AGENDA**

August 9, 2012

7:00 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
 - A. Approve Minutes of July 12 Council Meetings and July 19 Special Meeting
 - B. Approve August 9 Agenda
 - C. Appropriation Ordinances 12-13 & 12-14
5. Comments from the Public; Presentations
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
6. Public Hearing – Hearing on the Proposed 2013 Budget
7. Unfinished Business
 - A. Approve Invoice(s) for Pacific, 14th, Brown Streets Project – none
8. New Business
 - A. Appointments – none
 - B. Proclamation – Black Ties to Osawatomi–Honoring 100 Years
 - C. Proclamation – Honoring Ruth Wrench
 - D. Presentation of the Osawatomi Chamber Annual Report
 - E. 2012 Audit Agreement with Jarred, Gilmore & Phillips
 - F. Adopt Resolution for 2012 GAAP Waiver
 - G. Adoption of the Proposed 2013 Budget
 - H. 2013 Budget Ordinance
 - I. Street Signs
9. Council Reports
10. Mayor’s Report
11. City Manager’s Report
12. Executive Session – none
13. Adjournment

MEETING/WORK SESSION – August 23, 2012

REGULAR MEETING – September 13, 2012

Osawatomie, Kansas. **July 12, 2012.** The Council meeting was held in Memorial Hall. Mayor Dudley called the meeting to order at 7:00 p.m. Council members present were Dickinson, Farley, Govea, Hunter, LaDuex, Maichel, and Moon. Absent was Klein. Also present were City Manager Cawby, City Attorney Wetzler, and City Clerk Elmquist. Visitors were Doug Danaher, Matt Long, Joe File, Dan Macek, Robert Kerr, and Travis Perry.

CONSENT AGENDA. Approval of the minutes of June 14 and Jun 28 Council Meetings, approval of July 12 Agenda, and approval of Appropriation Ordinances 12-11 & 12-12. Motion made by Hunter, seconded by LaDuex to approve the minutes of June 14 and June 28 Council Meetings, approve July 12 Agenda, and approve Appropriation Ordinance 12-12. Motion made by Hunter, seconded by Maichel to approve Appropriation Ordinance 12-11. Yeas: All.

Public Participation; Presentations:

Public Hearing: none

Unfinished Business:

APPROVE INVOICE(S) FOR PACIFIC, 14TH, BROWN STREETS PROJECT – none.

LEVEE CERTIFICATION – PHASE-TWO REPORT PRESENTATION. Matt Long and Doug Danaher, Wilson & Company, presented the findings of the Phase II Report for Levee Certification. The report gave detailed technical analysis of the levee system and identified deficiencies in the levees that would be required to be fixed in order to be certified. The total estimated construction cost was \$1.31 million and the opinion of probable cost was \$1.81 million. Motion made by Maichel, seconded by Hunter to accept the report. Yeas: All.

New Business:

APPOINTMENTS.

Library Advisory Board

Steve Clark

Motion made by LaDuex, seconded by Moon to approve the appointment. Yeas: All

PROPOSED ORDINANCE – MOBILE ICE CREAM STREET VENDOR LICENSING. There was a request from a regional ice cream truck to operate in the city. Ice cream trucks fall under the Peddler's License which has a daily fee of \$30. The ordinance provides a special exemption for ice cream trucks. A background check of the driver is authorized under the transient merchant ordinance. Motion made by Maichel, seconded by Govea to approve a special exemption for mobile ice cream trucks. Yeas: All. Motion passed. The Ordinance was assigned No. 3699.

PROPOSED FEE RESOLUTION – ADDITION OF ICE CREAM TRUCK VENDOR FEE. Motion made by Hunter, seconded by LaDuex to approve the mobile ice cream vendor license annual fee of \$50 per vehicle. Yeas: All. Motion passed. The Resolution was assigned No. 652.

RICE COMPLIANCE WORK. There has been \$300,000 set aside for the conversion project which has a compliance deadline of May 2013. Only three firms were found to look at the project. One bid estimate was from a reputable firm and within the budget. The other bid was over \$500,000 and the third firm declined to bid. There are two options: 1) approve the firm that submitted the bid below budget, citing the "special skill and expertise" provision of the purchasing policy and negotiate directly with the firm or 2) put the project out for bid which could take more than 6 weeks to come back with an approved bidder. Motion made by LaDuex, seconded by Maichel to authorize the City Manager to negotiate with the current firm that has a proposal below budget and verify the scope of work, contractual obligations including warranty work, and references for previous work. Yeas: Dickinson, Farley, Govea, Hunter, LaDuex, and Maichel. Nay: Moon. Motion passed. [Note: Because it was not known if the

Council would decide to go out for official bid, information on the bid was not given. Exline Inc. submitted an estimated bid of \$239,166.]

CITY MANAGER'S PROPOSED 2012-2013 BUDGETS. The City Manager explained the proposed revised 2012 budget & recommended 2013 budget. The 2013 budget presented would increase the total mill levy by 0.5 mill. Due to the length of the meeting, the Council scheduled a special meeting to complete the review.

SPEED CONTROL PROJECT REQUEST. Public Safety Advisory Board Liaison Moon received a petition from the residents of Lockhart Lane for the installation of a speed hump (or bump). The street is narrow and they are concerned about the safety of the many children who walk to and from Trojan Elementary. Motion made by Moon, seconded by Govea to authorize a speed hump project not to exceed \$5,000 with the location to be determined. Yeas: Dickinson, Farley, Govea, Hunter, LaDuex, and Moon. Nay: Maichel. Motion passed.

Council Reports: none

Mayor's Report: none

City Manager's Report: none

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatomie, Kansas. **July 19, 2012.** The Special Council meeting was held in Memorial Hall. Mayor Dudley called the meeting to order at 7:00 p.m. The purpose of the meeting was to Review 2012-2013 budgets. Council members present were Dickinson, Farley, Govea, Hunter, LaDuex, Maichel, and Moon. Absent was Klein. Also present was City Manager Cawby. Absent were City Attorney Wetzler and City Clerk Elmquist. Visitors were Webster Hawkins and Travis Perry.

REVIEW 2012-2013 BUDGETS. Motion made by Moon, seconded by LaDuex to publish the public hearing notice for the 2013 budget at 58.234 mills. Yeas: All.

Motion made by Hunter, seconded by Maichel to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatomie, Kansas. **July 26, 2012.** The meeting was cancelled based on a lack of items for the agenda.

Ann Elmquist, City Clerk

Record of Ordinances

ORDINANCE NO. 12-13

DATE WARRANTS ISSUED:
July 31, 2012

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Payroll			92,173.43
Payroll			99,741.05
FICA			6,696.66
FICA			7,275.59
KPERS			13,496.20
Doug Chisam	tournament entry, meals, lodging	39881	749.50
Crawford Sales	Budweiser	39882	219.60
Ryan Crowley	patches, shoulder emblems	39883	187.95
Suddenlink	internet	39884	184.85
Aerial FX	balance on fireworks display	39885	898.00
Donna & Viola's Shirts	shirts for Jamboree, pageant sashes	39886	1,669.00
Joe Booe	reimb for flooded basement	39887	925.00
Coventry Health	health insurance	39888	30,000.00
Void		39889 39895	-
Bob's Sales & Service	recharge fire extinguishers	39896	179.50
Bradley A/c & Heating	thermostat, repairs	39897	352.51
City of Osawatomie	utilities	39898	13,422.03
Craigs Sound & Lights	DJ for pageant	39899	200.00
Crawford Sales	Budweiser	39900	148.80
GCSAA	membership	39901	340.00
John Deere Financial	sealing washer	39902	17.34
Mark Marquez	fireworks	39903	250.00
Suddenlink	internet	39904	59.95
Vintage Park	shuttle for Jamboree	39905	50.00
Cody Applegarth	baseball official	39906	50.00
Sheldon Booe	pre-T ball official	39907	15.00
Spencer Booe	pre-T ball official	39908	15.00
Eric Draper	baseball official	39909	40.00
Vance Gorman	baseball official	39910	290.00
David Highfill	baseball official	39911	100.00
Brant Johnson	baseball official	39912	255.00
Jake Johnson	baseball official	39913	280.00
Travis Marsh	baseball official	39914	190.00
Allen Neal	baseball official	39915	315.00
Daniel Oglesby	baseball official	39916	100.00
Megan Roth	softball official	39917	80.00
Morgan Roth	baseball official	39918	135.00
Morgan Soucie	baseball official	39919	90.00
Mitch Talley	baseball official	39920	50.00
Kevin Wade	baseball official	39921	200.00

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Jenna Wendt	softball official	39922	205.00
John Wendt	softball official	39923	245.00
Void Void		39924	-
Suddenlink	internet	39925	74.24
Anita Bomgardner	contractual for Library	39926	480.00
Kansas Dept of Revenue	sales tax for Jamboree	39927	932.90
Beachner Grain	propane bottles filled, supplies	39928	856.48
L & K Services.	refuse, dumpsters emptied	39929	32,047.16
City of Osawatomie	petty cash reimbursement	1280	4,798.29
Kansas Babe Ruth	registration	39930	500.00
AT&T	RTU's	39931	221.15
Blue Line Learning Group	internet training courses	39932	280.00
Brandy Communications	EMCEE, remote works	39933	100.00
Blue Valley Tractor	reissued check 39510	39934	111.50
Chief State Boiler Inspector	boiler certification	39935	60.00
Donna & Viola's Shirts	shirts	39936	1,967.10
Kansas Dept of Revenue	wtr protection. Clean water	39937	2,072.18
Kansas Dept of Revenue	compensating use tax	39938	758.79
Kansas Dept of Revenue	sales tax	39939	9,675.32
Kansas Gas Service	power plant	39940	27.50
Kansas Municipal Utilities	training	39941	2,192.00
Pitney Bowes	postage machine rental	39942	189.50
Ricoh Americas	copier lease - office	39943	289.00
Ricoh Americas	copier lease - P.D.	39944	183.90
Solomon Corporation	regulator repair	39945	4,331.15
Visa	summer reading supplies, supplies	39946	2,202.54
Austin Chisam	baseball/softball academy	39947	100.00
Drew Needham	baseball/softball academy	39948	100.00
Jenna Wendt	baseball/softball academy	39949	100.00
John Wendt	baseball/softball academy	39950	100.00
Crawford Sales	Budweiser	39951	222.50
Midwest Distributors	Miller	39952	148.80
KMEA - EMP1	electric, transmission	1281	67,030.02
Void		39953	-
Midwest Distributors	Miller	39954	111.60
University of Kansas	water & wastewater school	39955	275.00
Brad Waggoner	Pro Shop	39956	1,153.92
Mysteree David	Library Program	39957	100.00
Crawford Sales	reissued check 39953	39958	154.20
Terry Ballou	reimb lodging 13 year old baseball	39959	900.30
Jason Brown	reimb lodging 15 year old baseball	39960	274.32
KABA	legion registration	39961	275.00
Kansas City Power & Light	service	39962	2,860.64
Kansas Gas Service	services	39963	172.75
Olathe Medical Services	drug screen	39964	61.00
Sprint	service	39965	16.13
Suddenlink	internet	39966	59.95

Record of Ordinances

ORDINANCE NO. 12-14

DATE WARRANTS ISSUED:
August 9, 2012

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Ace Pipe Cleaning, Inc.	manhole rehab	40091	8,455.00
Agrium Advanced Tech.	pesticide	40092	505.78
Altec Parts	extension arm	40093	1,787.00
American Safety Utility Corp.	rotation meter	40094	705.98
Atco International	over cote	40095	210.65
Baker & Taylor	books	40096	861.62
BG Consultants, Inc.	street improvements, WWTF	40097	5,430.50
Bollings Bargain Bonanza	gloves, dust mask	40098	12.45
Bowes Automotive	drop light	40099	42.25
Bradley A/C & Heating	checked AC - Library	40100	75.00
Brenntag Mid-South, Inc.	hypochlorite, ammonia	40101	5,343.00
Brewer's Automotive Repair	battery, tires, parts	40102	389.81
C & G Merchants Supply, Inc.	candy bars, chips	40103	506.24
California Contractors Supplies, Inc.	plastic ties	40104	429.96
Champion Brands	oil, tire sealant	40105	716.35
Cole-Parmer	tubing	40106	58.05
Coleman Equipment, Inc.	parts	40107	1,298.27
Demco	album sleeves	40108	111.15
Design 4 Printing	notice of violations	40109	85.10
Eddy-Birchard Funeral Home	replaced monument for Wobker	40110	412.00
EMG	energy consulting	40111	1,360.00
Environmental Laboratories, Inc.	analytical service	40112	434.00
Evco Wholesale Food Corp.	gatorade, hot dogs, sausage	40113	676.45
Family Center	parts	40114	707.82
Feld Fire	function test, compressor serviced	40115	2,135.00
Richard M. Fisher, Jr. LLC	court appointed attorney	40116	575.00
Gerken Rental	portable restrooms, misc.	40117	1,417.00
Goodyear Wholesale	tires	40118	428.68
Grainger	exhaust fan, hammer	40119	575.56
Graybar	electric line supplies	40120	1,751.16
Hach	water testing chemicals	40121	655.83
Hanes Florist & Greenhouse	flowers - Springer	40122	40.00
HD Supply Waterworks	water meter, supplies	40123	650.11
Integrity Management Solutions, LLC	evidence management database lic.	40124	50.00
Jarred, Gilmore & Phillips, PA	final billing on audit	40125	2,800.00
JCI Industries, Inc.	chains	40126	102.60
Jerry's Sports Center	ammo	40127	350.02
John Deere Landscapes	herbicide	40128	623.97
KDHE	analytical service	40129	597.00
Kansas One Call Concepts	locates	40130	43.40
Kansas State Treasurer	training funds	40131	572.00
KC Golf Cart Company, LLC	golf cart rental	40132	540.00

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
KelCon Technologies, Inc.	troubleshooting	40133	360.00
Killough Construction, Inc.	asphalt	40134	544.55
Kincaid Ready Mix	concrete	40135	1,221.63
Kriz Davis Co.	electric line supplies	40136	3,978.09
Lang Chevrolet	parts	40137	34.10
Louisburg Ford	labor, parts	40138	267.20
Mallory Turf Service	green aeration	40139	900.00
Miami County Sheriff's Office	prisoner care	40140	1,560.00
Miami Lumber, Inc.	painting supplies	40141	207.75
Void		40142	-
Moon's IGA	supplies	40143	727.19
Navrat's	AP checks, copy paper	40144	1,160.68
ND&H	court appointed attorney	40145	460.00
NEKLS	barcodes	40146	26.50
Oil Patch Pump & Supply	supplies	40147	71.48
Olathe Winwater Works	repair clamps, meter	40148	1,005.00
Osawatomie Pet Clinic	supplies for dog pound	40149	296.00
Paving Maintenance Supply, Inc.	parts, crack sealant	40150	5,730.76
Pepsi Beverages Company	Pepsi	40151	492.09
Quality Tree Service	remove tree stump	40152	100.00
Quill	office supplies	40153	284.92
Read It Free	fireworks ad	40154	75.00
Rejis Commission	web service	40155	30.00
Ron's Small Engine, Inc.	trimmer line, chains	40156	85.48
Rural Water Dist. #1	service	40157	173.93
Rural Water Dist. #3	ETI	40158	16.50
Scott A. Michie Planning Services	zoning	40159	495.00
Tahirkeli & Farley, LLC	court appointed attorney	40160	225.00
Debbie Talley	Memorial Hall janitorial	40161	375.00
Thomas Outdoor Advertising, Inc.	billboard rental	40162	540.00
Tri County Ice	ice machine, car wash tokens	40163	250.00
UPS Store	mail packages	40164	50.37
UZ Engineered Products	safety glasses, first-aid kit	40165	536.62
Van Wall Equipment	grind reels	40166	466.93
Viking Industrial Supply	trash bags, paper goods	40167	327.00
Wade Quarries	rock	40168	522.00
Water Products, Inc.	repair clamps	40169	176.60
Wilson & Company	levee assessment	40170	1,450.68
Winkler, Domoney & Schultz	Municipal Court Judge	40171	2,000.00
WinPro Solutions	paper goods	40172	177.80
Winterscheid Auto Parts	parts	40173	1,601.70
YMCA	City share wellness program	40174	22.50
Zep Sales & Service	trash bags, insect repellent	40175	441.28
			73,989.09



Proclamation

Issued by the Mayor of Osawatomie

WELCOME HOME BLACK TIES TO OSAWATOMIE WE HONOR YOUR 100-YEAR LEGACY

WHEREAS, the family is the cornerstone of our society and we are nurtured by our families from birth until the ends of our lives; and

WHEREAS, family reunions bring multiple generations together linking past, present, and future generations providing a time to share their heritage and their family traditions; and

WHEREAS, families honor those who have passed on, and celebrate their continuing renewal through new marriages and the birth of new babies; and

WHEREAS, at these special times families come together to renew and refresh their relationships and reconnect with long lost relatives. In our mobile society, great distances often separate people from their loved ones; and

WHEREAS, the phrase “*Remember when we...*” is sure to bring love and laughter in the years to come; and

WHEREAS, the Black Ties to Osawatomie legacy began 100 years ago, gathering together every other second weekend in August in John Brown Park; and

WHEREAS, Black Ties engages in this family-strengthening tradition making it the perfect opportunity to gather around with family and friends, feeling part of something greater than ourselves; and

WHEREAS, these families are ever linked together because of their ties with Osawatomie and they welcome others that have ties to our community; and

NOW, THEREFORE, I, Philip A. Dudley, Mayor of Osawatomie, do hereby proclaim this the second weekend of August, 2012 as

BLACK TIES OF OSAWATOMIE – a Legacy of Reunions

in Osawatomie, and urge all citizens to celebrate their families and reflect on their past and look forward to their future; and

FURTHER, I urge everyone with ties to Osawatomie to join the Black Ties in celebrating their 100-year legacy.

Proclaimed this 9th day of August, 2012.

Philip A. Dudley, Mayor



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: Chamber of Commerce Annual Report

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: As part of the agreement for the City's funding of \$30,000 to the Chamber of Commerce, the City asks for an annual report from the Chamber and also proof of memberships in excess of \$10,000.

The City provides funding to the Chamber of \$10,000 three times per year, usually in April, July and September. The July payment is a match of Chamber memberships up to \$10,000.

COUNCIL ACTION NEEDED: No action is required.

STAFF RECOMMENDATION TO COUNCIL: Review and acknowledge receipt of the annual report.



Osawatomi Chamber of Commerce Annual Report July 2012

Current Board of Directors:

**Donna Darner (Osawatomi State Hospital)- President
Diana Neal (Osawatomi High school)- Vice President
Pat Fagan (First Option Bank)- Treasurer**

**Jim Adams (State Farm Insurance)
Cami Akes (Landmark Bank)
Teri Auten (Auten Pharmacy)
Kim Bolen (MCMC)
Spencer Eble (Spencer Nicoles)
Steve Eichorn (Donna & Viola's)
Amanda Moon (Moon's Hometown Market)
Lori Needham (Hanes Florist)
Joyce Schrader (Coach Light)
Amiee Seck (Life Care Center)
Hitomi Warren (Eyecare Associates)**

City Council Liaisons:

**Mark Govea
Mike Moon**

Membership:

We currently have 89 Members, which is up 9 from 2011. Of that number, 9 (10%) are individuals while 80 (90%) are businesses. 53 (60%) of the businesses are local, with 27 (30%) serving our community from out of town.

Osawatomie- 62	Garnett- 1	Louisburg- 2
Paola- 16	Gardner- 1	Osage City- 1
Kansas City, MO- 1	Girard- 1	Ottawa- 1
Kansas City, KS- 1	Kearney- 1	Pittsburgh- 1

We have picked up 17 new members this year. (A complete membership list is included on Page 10)

Aflac Insurance, Sherry Goodwin	KWJP Radio
Back Home Nursery	La Hacienda
CenturyLink	MiCo Television
Country Vintage Inn	Middle Creek Winery
Elliott Insurance	North Point Skilled Nursing Center
Friends of the Mentally Ill Foundation	Penwell-Gabel Funeral Home
Gluten Free Group of Miami County	Ragamuffins
Hall's Tire & Auto	Wayne Harclerode
HIS Coffee Shop	

The Chamber has collected \$11,631.76 in dues so far this year. Several members are on payment plans, so there is an additional \$755.00 outstanding.

Events:

- The 2011 Spook Parade & Boo Bash-
We collaborated with the YMCA and the OHS Dazzlers and expanded the event to include 10 games, a costume contest, and food drive inside the City Auditorium, prior to the start of the parade. A Fire Truck led the parade and 8 Groups participated in trunk or treat. We gave away 300 goodie bags filled with candy and trinkets, generously donated by local businesses. The weather cooperated and we had a great turnout.
- Annual Dinner, October 2011
We compiled a list of historical tidbits and played Osawatomie Trivia prior to the meal. Citizen of the Year nominations were held before the event and the winner, Wayne Harclerode, was announced that evening. Osawatomie native and athlete, Lynn Dickey, spoke to the 100 guests. Moon's catered the meal. We did not raise ticket sales and spent \$108 on this event.
- The Christmas Festival, November 2011
We worked closely with Osawatomie Tourism and the City to plan this event on the Saturday before Thanksgiving. The Chamber revitalized the sleigh and offered free sleigh rides throughout the day. An Arts & Crafts Fair, special discounts at local retailers, live entertainment, Mayor's Chocolate Cake Contest, pictures with Santa, and prize drawings added to the festivities.

- Legislative Breakfast, February 2012

100 people attended. The school district provided the meal. Senator Pat Apple, and Representative Bill Feuerborn were all in attendance, along with city and county officials. Jene Vickrey had a conflict and was unable to attend. The generosity of local business sponsors covered the expenses of this event.

- President's Day Cherry Pie Promotion, February 2012

We ordered 40 pre-baked Cherry Pies from Moon's and advertised "a free pie" to anyone shopping locally and spending at least \$5 in a local Chamber Business that day. They brought their receipt to the Chamber Office and took home a pie. Total Expense \$203, Rewarding and encouraging people to shop locally and support their community- Priceless.

- 4th Annual Home and Business Expo, February 2012

This event continues to grow every year. We had 38 booth holders in 2012. We had a DJ for entertainment and announcements, and offered pictures with the Easter Bunny courtesy of Christle Macek. Photo proceeds went to the Rotary's City lake Project. KWJP's, Nick Marchi did a live remote and interviewed participating businesses on air. We gave away \$15 in Chamber Bucks every 30 minutes for a total of \$120, along with close to 200 goodie bags that patrons used to collect information from the participating businesses. We also gave visitors reusable cups with the Chamber logo on them. We picked up 3 new members that day, based on the success of their booths at this event. We collected 18 new contacts and e-mails from the sign in sheet. We broke even on this event, and still covered all expense from our cups.

- Multi Chamber After Hours Networking Event, May 2012

This event was planned through the cooperation of all four Miami County Chambers and Jayhawk Marina, to encourage networking within the county. Close to 300 people attended and enjoyed free food and drinks, boat rides, a demonstration by the Miami County Dive team, door prizes, and mingling. It was a great evening and we're currently planning a similar event in September, at Louisburg Cider Mill.

- John Brown Jamboree, 2012

We brought back the Miss Osawatomie Pageant after a long hiatus. We had 42 participants in grades 1-12. It was free to participate and the judging included a private interview and points for personality, appearance and stage walk. Girls were offered the opportunity to sell discount wristbands to the concert for a chance to win VIP concert tickets, admittance to the Eat & Greet with the bands, and a chance to meet Emerson Drive before the show. Selling had no bearing on the pageant scores and was optional. 28 girls participated, and sold a total of 297 wristbands! All contestants were invited to ride in the parade. Our judging panel included a former contestant, a magazine editor, a make-up artist, and a former model and modeling agency owner. These ladies have offered to stay involved and work towards making this pageant a qualifier, so winners could move on and compete in other statewide competitions.

- Chamber Coffees

These are held monthly, typically the 2nd Tuesday of the month. I attend and share pertinent Chamber info at the beginning, then turn it over to the hosting business to share information about their operations, staff, history, and goals. There are usually 15-20+ attendees, and the socializing/network portion lasts about half an hour.

A couple of weeks later, the host business is featured in the following month's newsletter in the "Business Spotlight" section. The newsletter is e-mailed and mailed to close to 200 recipients. This article gives those unable to attend, a look into the workings and the people of one of our local businesses, every month. We want to share this information so that

citizens will think about supporting their local businesses and looking here first, when they shop. Some months, there are two. In the past year, we have held 14 coffees.

- Quarterly Membership Meetings

We hold these several times per year at Whistle Stop, over the noon hour. We invite a guest speaker to discuss a topic we think is relevant and interesting to our Membership.

Topics this past year have included a Q&A Session focusing on recycling, with L & K Services. (to support the Council's decision to implement curbside recycling).

Local radio station manager, Nick Marchi of KWJP 89.7fm, came and spoke about radio advertising opportunities and their hopes of becoming the "voice of Miami County". They share info on their coverage area and the different ways they are trying to support all Miami County communities.

JR McMahon and his team brought a powerpoint and information on the 327th and Plum Creek Bridge repairs, prior to the closings. They offered hand outs and detour maps to all in attendance, then provided them electronically, so I could e-mail the membership and serve as a source of information.

The next topic will be a presentation by Kendra Weston and Clayton Sherlock on the State Hospital's newly launched Endeavor Program. As patients near discharge, many are ready to get back to work. This project's goal is to match qualified candidates with part time employment opportunities within our community. One of their biggest obstacles is trying to get the word out to business owners, so this is a great fit with our forum.

These meetings average 10-15 people in attendance. We hope and assume that as long as the information is good, the attendees will share the information with others. Information on these meetings and prominent points are also mentioned in the following month's newsletter.

Economic Development:

- "Shop at Home" Marketing Campaign

We are currently working on Phase 3 which will include a series of new posters featuring prominent resident's pictures along with their own quotes of why they choose to shop at home. Look for these around town in the coming months.

Last fall we created refrigerator magnets promoting this message, along with some local advertising, and distributed them to every household in town through the cooperation of the local Boy Scouts. The extras are included in new resident packets and handed out at events.

Last Christmas we promoted "The Birth of a New American Tradition" through e-mails, flyers, and the Radio Station. It encouraged shoppers to think outside the box for gifts and purchase gift certificates for goods and services locally. Not only are you giving something that someone can truly use, you're also helping support your local businesses in the process. It's a win win situation.

We're looking to add a new component to the message as we approach the 2012 Holidays. Called the 350 Project, it encourages consumers to think about their local businesses and choose at least 3 that they would hate to see gone. By encouraging them to shop locally and spend at least \$50 in their three chosen stores over the shopping season, we hope the message will carry over the rest of the year.

Our large Shop at Home banners were hosted by many local businesses last year. One currently sits in Bill Butler's building window on Main Street as a constant reminder. Goal- Educate the public that even a slight shift in spending can have a dramatic impact on our community. We plan to keep adding to this concept in order to keep the idea fresh in people's minds. (Marketing)(New and Existing Business Retention)

- Grants for Businesses
We worked closely with Janet McRae and Don Cawby to share the information on available funds, Justine Peterson, and their availability in Miami County. (New and Existing Business Retention)
- Marketing Osawatomie Seminar
We collaborated with the City, Economic Development, Rotary, and the Library to provide a marketing seminar for our community. Colleen Doctorian, Marketing Director for KCMO Water Services was the presenter. (Marketing)(Tourism)
- OSH's Endeavor Program
Met with reps from this program and area leaders to discuss ways to aid these patients as they transition into the workforce. The program is just getting started and they need help spreading the word and getting community businesses on board. (Relationship Building)(Marketing)
- Relationship Building with area Chambers
Met quarterly with area Chambers and County Economic Development Director to exchange ideas and consider joint projects. Collaborated with area Chambers and outside forces to provide several multi-Chamber networking opportunities for our combined memberships to network and share ideas. (Relationship Building)(Marketing)
- Updated Marketing Materials for the county and community
Researched requested information for the update of periodic literature designed for distribution. We worked with Paula Peters on updating the Miami County Visitors Guide, Diana Meyer on information for her new book about day trips from Kansas City, and collaborated with Economic Development and area chambers to produce a 2012 countywide Scavenger Hunt.(Data Collection)(Tourism)(Marketing)
- Assisted County Leaders with Real Estate Info
Assisted Janet McRae with information on available sites and buildings in our community, to be included in Location One. (Data collection)
- Attended KDEA's Day on the Hill
Interacted with Kansas Department of Commerce's Field Staff, received information on state incentives on businesses relocating to Kansas, and left with valuable insight to the life of a site consultant and project coordinator (New Business Identification & Recruitment)
- Targeted Business Recruitment
Encouraged a local to move forward with her plans for a bakery/cafe, by putting her in touch with city and county leaders and reps from Justine Peterson. Participated in a meeting with the owners of Brown's Hardware last summer, to discuss potential solutions to getting the business reopened, and spoke to a shoe retailer out of Pittsburgh looking to relocate in the area. We sent them the requested information and kept in touch. (New Business Identification and Business Retention)
- Provide Sources of Professional Assistance and Consulting
We continually update and inform the Membership of classes, trainings, and services available to them. (Business Retention)

- Represented Osawatomie at 6th Annual Kansas City Development Networking Event and Dinner
(Networking)
- Promoted Small Business Saturday
Encouraged residents to shop local and shared information with businesses on how to promote themselves that day. (Marketing)(Business Retention)
- 12 Days of Christmas Promotion
Encouraged local retailers to come up with a list of 12 daily specials in the days leading up to Christmas, then promoted and advertised these specials for them, for the 2nd year in a row. (Marketing)
- Advised Potential New Businesses
Answered questions on available rental locations, the local market, and benefits of becoming a Chamber member to new and potential businesses. Put parties in touch with City and County leaders that could help them. (New Business Identification & Recruitment)
- Attended annual Northland Advisory Board meeting (new Business Identification, Marketing)
- Attended Kansas City Convention and Visitors Association meeting (Marketing, Tourism)
- Provided Materials for the KC Fall Home and Builders Show
Provided copies of our new homeowner incentive package and community information materials for our booth at this show. (Marketing)
- The Main Street Program
Attended a Main Street Conference in El Dorado to gather information on this program and the success it has had in many rural Kansas communities. Brought the information back and shared it with members of our local Economic Development committee.
(Marketing)(Networking)(New & Existing Business Retention)
- Maintained a Community Calendar
The Chamber calendar on our webpage has a community calendar that includes many Osawatomie events, along with Chamber activities. Our webpage also links to the City and School's websites. We've added a new Community Links page which includes information on recreation, local churches, community events and other information. Residents are encouraged to submit information for inclusion on this site.
(Tourism)(Marketing)
- Ku's Red Tire Program Info
Shared information with local businesses about this new program that matches persons wanting to retire with successors to keep their business going. (Business Retention)
- Provided Welcome Bags to the City
Bags with helpful community information, maps, phone books, and business flyers are provided to the City, for distribution to new residents turning on their utilities
(Housing)(Marketing)

- Provided Relocation Packets to new families
Mailed relocation packets filled with community and county information, per request. (Housing)(Marketing)
- Community Information for Events
Stuffed bags with historical site info, maps, and community information for give away at local events such as the John Brown Jamboree Car Show. (Tourism)(Marketing)
- Volunteered and assisted in promoting Local Events
Assisted with City Events such as the Freedom Festival and the Christmas Festival, Served on the 2012 John Brown Jamboree Planning committee and met weekly with organizers for six months. (Tourism)(Marketing)
- Attended Monthly Economic Development Meetings
Met with other committee members on a monthly basis to discuss projects including revamping the City's website, revising and condensing our local brochures, how to attract new businesses to town, the Main Street Program, and the Northland Property Development. (Marketing)(Tourism)(New and Existing Business Retention)
- Worked with Partners in Education (PIE)
Provided information on our community, businesses, and activities to be included in welcome bags that are distributed to new families coming into our school district. (Marketing)(Relationship Building)
- Marketing
Shared information with businesses on marketing and advertising opportunities. (Marketing)(Tourism)
- Worked to maintain the Chamber's visibility
Our goal is to be represented at as many community events as possible. Recently, we sold pop, water, and lemonade at the Jamboree, organized the John Brown Jamboree Baby Contest (due to my affiliation with the Sub Debs Organization as a Sponsor), brought back the Miss Osawatomie Pageant, and are currently planning a community ice cream social for later this summer. (Relationship Building)

Other:

- Produced a weekly newsletter filled with business sales and specials, along with community events
- Put out a monthly newsletter focused on Chamber News and activities
- Served as a community information resource and directory assistance
- Planned and attended Ribbon Cuttings for new businesses
- Joined Rotary and attended weekly meetings
- Took the Miami County Leadership Class
- Attended Miami County Intergovernmental Council Meeting
- Served as ex-officio member of the Miami County Art Coalition (MARC)
- Served as ex-officio member of the Osawatomie History Task Force
- Attended Public Safety Advisory Meetings monthly, and provided a letter of support for their Safe Routes to School Grant application
- Met with State Hospital Reps to discuss ways to strengthen the relationship between the hospital and our City. Provided community information and restaurant guide to be used during their new employee orientations.

- Attended Paola's State of the City address and met KDOC's new Regional Project Manager, Craig Van Wey.
- Attended the Miami County Elected Officials and Leadership Dinner
- Attended a Leadership Summit in Wichita
- Spoke to Miami County Commissioners about the Mill Street Bridge closing and its effect on our local commerce.
- Attended the 5 County Regional Transportation Study to hear and provide input on the planning of future Miami County road improvements.
- Coordinated with City officials to promote and share information on the Obama visit. Assisted City and County leaders with setting up the shuttles that day.
- Did an interview with Channel 9 on the Obama visit
- Assisted CenturyLink with planning and marketing an Internet Basics Training in our community
- Invited OHS Stuco Reps to attend Chamber meetings and provide their input
- Shared information on an available community garden grant with the local Pride Organization.
- Attended many business Anniversary and Retirement Celebrations and groundbreaking ceremonies within our community and county
- Provided the Mayor with a Business Proclamation for the month of June
- E-mailed detour maps and did a radio interview about the Plum Creek and 327th Street Bridge closings
- Drafted a letter of support for the Pfeffercorn Proposal related to the Mill Street Bridge
- Spoke to NARVE about the Chamber's work in the community
- Assisted in the promotion of City events, made suggestions for new additions to the Jamboree and worked the event
- Provided the City with new resident packets
- Met regularly with local businesses to build and maintain relationships. Shared information with them about training opportunities.
- Was a point of contact for persons considering relocation, sent relocation packets upon request
- Attended City Council Meetings, to keep abreast of decisions affecting our community
- Sent requested tourist information to Eastern Michigan University
- Revised our Due Structure to include categories for Home Based Businesses and Utilities
- Connected local charitable organizations with Business Leaders
- Attended Citizen's Advisory Board meetings at Osawatomie State Hospital
- Met regularly with county Economic Developer and assisted with projects and data collection
- Attended a MARC Solid Waste Luncheon in Shawnee. The program included info on recycling and e-waste.
- Represented the community at Economic Development Functions within our city, county, region, and state.
- Maintained regular office hours and welcomed visitors to the museum when we were open. Remained accessible after hours and on weekends, as needed.
- Looked into bringing a circus to town as a fundraiser
- Made \$100 at our lemonade fundraiser
- Collaborated with the Miami County Newspaper and other county Chambers to plan a Primary Candidates Forum for the contested races. 175 people attended.

Summary:

The Board and I have worked hard this year to build the Chamber through activities, visibility, fiscal responsibility, and community involvement.

Our strong underlying belief is that when people work together, great things can happen. If it's good for City, then it's good for the Businesses, which in turn is good for our Schools. It's all related.

We'd like to express our appreciation to the City Council, City Manager, and Mayor for your continued support and funding of this organization. You all are a great bunch to work with.

Signed: _____
Shelagh Wright
Executive Director

Date: _____

Chamber Members 2012

* signifies the new members

4D Acres Inc.	Main Body Works
Aflac Insurance*	Main Street Liquor
Agler & Gaeddert	Medallion Healthy Homes
American Family Insurance, Cathy Leaver	Miami County Cancer Foundation
American Red Cross	Miami County Economic Development
Associates in Family Care	Miami County Historical and Genealogy Societies
Auten Pharmacy	Miami County Medical Center
Back Home Nursery*	Miami County Television *
Beckman Motors	Miami County YMCA
Boy Scouts of America	Miami Veterinary Clinic
Bradley Air Conditioning and Heating	Middle Creek Winery*
Bill and Pat Butler	Midwest Regional Credit Union
Casey's on Main	Moon's Hometown Market
Casey's on Sixth	Navrat's Office Products
CenturyLink*	Nice as New
City of Osawatomie	North Point Skilled Nursing and Rehab*
Classic Wood LLC	Osawatomie ELKS #921
Coach Light Fashions	Osawatomie Graphic
Community Senior Service Center	Osawatomie Pride
Country Vintage Inn *	Osawatomie Public Library
Donna and Viola's Shirts & Etc.	Osawatomie Rehabilitation Clinic
Eddy-Birchard Funeral Home	Osawatomie Rotary Club
Electric Shop, Inc.	Osawatomie State Hospital
Elliott Insurance*	Penwell- Gabel Funeral Home and Crematory*
Eyecare Associates	Pizza Hut
First Option Bank	George & Marjorie Pretz
First Presbyterian Church	Ragamuffins *
Friends of the Mentally Ill Foundation*	Rainbow Clean Air Solutions
Great Southern Bank	Read it Free/Pat's Signs
Gluten Free Group of Miami County*	Rejuvenating Massage *
Greenbrier Rail Services	Resource Center for Independent Living
Halls Tire & Auto*	Scentsy- Tessa Osborn
Hanes Florist	Spencer Nicole's
Wayne Harclerode *	State Farm Insurance- Marsha Adams
Heartland Propane	Norma Stephens
HIS Coffee Shop*	Summit Publications Inc
Ted & Vivian Hunter	Ernest Swenson
JC's Retail Liquor Store	Target Lawn Care
John Brown Foundation	The UPS Store
Kansas Gas Service	Tri-Ko
KCP&L	USD #367, Stuco Organization
KOFO Radio	Vintage Park
KWJP Radio*	Web Hawkins
Karen LaDuex	Woodland Hills Estates
La Hacienda*	
Landmark National Bank	
Life Care Center	
Tamara Maichel	

Osawatomie Chamber of Commerce
 Summary
 July 2011 thru June 2012

Income	Operations	Payroll	Total
Dues	\$11,631.76		
Legislative Breakfast	500.00		
Annual Dinner	1,170.00		
Business Expo	935.00		
City Funding	10/2011	\$20,000.00	
	07/2012	10,000.00	
Misc.	3,965.33		
Chamber Bucks	370.00		
Total Income	\$18,572.09	\$30,000.00	\$48,572.09
 Expenses			
Rent	2100.00		
Phone	1,596.21		
Postage	459.10		
PO Box rental	96.00		
Website	144.00		
Office Supplies	1,073.89		
Advertising	2,355.35		
Payroll		\$23,127.50	
Meridian Payroll Support		518.00	
Ks Emp Tax/WH		773.40	
940/941 Tx		5,366.00	
Chamber Bucks	350.00		
Insurance	375.00		
Business Expo	1,011.19		
Annual Dinner	1,756.11		
John Brown Jamboree	1,088.00		
Misc.	4,076.46		
Total Expense	\$16,841.31	\$29,784.90	\$46,626.21
 Net Totals	 \$ 1,730.78	 \$ 215.10	 \$ 1,945.88

Prepared 07/16/2012



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: **2012 Audit Engagement Letter**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: In order to retain our 2011 auditors—Jared, Gilmore & Phillips (JGP)—for 2012, we will need to sign a 2012 audit engagement letter with them.

For 2011, the cost of the audit was a not to exceed price of \$8,100, plus \$1,700 for the single audit we are required to do for federal funds expenditures over \$500,000. For 2012, the cost of the audit is \$8,350, plus \$1,900 should we require a single audit for 2012.

The cost of the audit for 2011 and 2012, are both a savings of over \$5,000 per year from the 2010 audit.

COUNCIL ACTION NEEDED: Authorize the Mayor to sign the Letter of Engagement with JGP.

STAFF RECOMMENDATION TO COUNCIL: Approve JGP and take the above action.



July 16, 2012

City Council
City of Osawatomie
PO Box 37
Osawatomie, KS 66064

We are pleased to confirm our understanding of the services we are to provide the City of Osawatomie, Kansas, for the year ended December 31, 2012. We will audit the financial statement – regulatory basis of the City of Osawatomie, Kansas, as of and for the year ended December 31, 2012. It is agreed that the basis of presentation of the financial statement will be in compliance with the cash basis and budget laws of Kansas. It is further agreed that the municipality shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of the financial statements and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 1982 Supp. 75-1120a (c).

Supplementary information accompanies the City of Osawatomie, Kansas's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

1. Summary of Expenditures – Actual and Budget (Budgeted Funds Only)
2. Schedule of Cash Receipts and Expenditures – Actual and Budget
(With Comparative Actual Totals for the Prior Year)
3. Schedule of Cash Receipts and Cash Disbursements – Agency Funds

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statement is fairly presented, in all material respects, in conformity with the accounting practices as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas in relation to the basic financial statement taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statement is other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Jarred, Gilmore & Phillips, PA
CERTIFIED PUBLIC ACCOUNTANTS

412 W. MAIN, P.O. BOX 97
NEODESHA, KANSAS 66757
(620) 325-3430

1815 S. SANTA FE, P.O. BOX 779
CHANUTE, KANSAS 66720
(620) 431-6342

16 W. JACKSON
IOLA, KANSAS 66749
(620) 365-3125

www.jgppa.com

Management Responsibilities

Management is responsible for the basic financial statement and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statement and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the City of Osawatomie, Kansas in conformity with the accounting practices as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas in relation to the basic financial statement taken as a whole.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the accounting practices as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the accounting practices as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting practices as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Osawatomie, Kansas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will assist our staff by locating vouchers, contracts, minutes, and other documentation necessary to complete our audit and help us with the timely preparation of analyses and schedules.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses, and are payable on presentation. We will perform the audit services for an amount not to exceed \$8,350.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2012 if Federal expenditures exceed \$500,000. If so, additional audit procedures will be required by the Single Audit Act. Our estimated fee for these additional services will be \$1,900.00, and a new engagement letter must be obtained.

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- additional significant state and/or federal grants not identified previously,
- issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt, or
- new GASB pronouncements that require additional compliance work.
- a greater than expected risk of material misstatement due to fraud.

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: 2012 GAAP Waiver

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: K.S.A. 75-1120 requires the governing body of each municipality in Kansas to utilize generally accepted accounting principles (GAAP) as established by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. However, the statute allows the Director of Accounts and Reports to waive the requirements upon the request of the governing body of any city.

Prior to requesting the waiver, the governing body must annually pass a resolution, finding that financial statements and financial reports prepared in conformity with GAAP are not relevant to the requirements of the cash-basis and budget laws of Kansas and are of no significant value to the governing body or members of the general public of the municipality.

The law does state that the waiver cannot be requested if the provisions of revenue bond ordinances or resolutions, or other ordinances or resolutions of the municipality, require financial statements and financial reports to be prepared in conformance with GAAP.

If the waiver is granted, all financial statements and financial reports of the municipality are required to be prepared on the basis of cash receipts and disbursements, as adjusted to show compliance with the cash-basis and budget laws of Kansas.

COUNCIL ACTION NEEDED: Vote on the proposed resolution.

STAFF RECOMMENDATION TO COUNCIL: Approve the resolution.

RESOLUTION NO. _____

A RESOLUTION WAIVING THE GAAP REQUIREMENTS OF
K.S.A. 75-1120A(a) FOR THE YEAR ENDED 2012.

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 9th day of August, 2012 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Osawatomie for the year ended 2012.

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

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 9th 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



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: Proposed 2012-2013 Budget

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Included in the packet is the basic budget information on the 2013 Budget Certificate which you will need to sign when passing the 2013 budget. I still have some work today to clean up the supplemental information such as the transfer listing and some lease purchase information. I will on have the final version of all the state budget forms by Thursday night's meeting. However, there will be no significant changes from the budget you approved on July 19th.

For changes to the 2012 budget, we will have to adopt some budget amendments. Most of these are a product of changes to how we account for expenditures, such as all health insurance payments moving through the Employee Benefit Fund. However, I am recommending that we wait until later in the year to make those changes so that we only have to pass a budget amendment once. We may also find that some of the planned increases in expenditures may not happen and an amendment is not necessary.

COUNCIL ACTION NEEDED: To adopt the budget for 2013, you must conduct the hearing. Then you may make any changes except an increase in the mill levy. After you will vote to approve the budget and will have to sign the budget certificate which Ann will provide for you. Finally, you will need to pass the budget ordinance which is explained in a following memorandum.

STAFF RECOMMENDATION TO COUNCIL: Approve the budget as presented.

CERTIFICATE

To the Clerk of Miami County, State of Kansas

We, the undersigned, officers of

City of Osawatomie

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2013; and
 (3) the Amounts(s) of 2012 Ad Valorem Tax are within statutory limitations.

		2013 Adopted Budget			
		Page No.	Budget Authority for Expenditures	Amount of 2012 Ad Valorem Tax	County Clerk's Use Only
Table of Contents:					
Computation to Determine Limit for 2013		2			
Allocation of MVT, RVT, 16/20M Vehicle Tax		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
<u>Fund</u>	<u>K.S.A.</u>				
General	12-101a	7	2,140,661	576,535	
Debt Service	10-113	8	812,788	237,410	
Library	12-1220	9	126,000		
Industrial	12-1617h	10	41,500		
Employee Benefits	12-16,102	10	665,752	509,688	
Public Safety Equipment	12-110b	11			
Recreation Employee Benefits	12-16,102	11	2,419		
Street Improvements		12	129,000		
Refuse		12	376,700		
Golf Course		13	249,090		
Special Revenue (911)		13	9,897		
Tourism		14	46,250		
Water		15	814,796		
Electric		16	4,017,520		
Sewer		17	836,249		
Special Parks & Recreation		18	240,278		
Non-Budgeted CIP Funds		19			
Non-Budgeted Agency Funds 1		20			
Non-Budgeted Agency Funds 2		21			
Totals for City		xxxxxx	10,508,900	1,323,633	
Recreation	12-1927	9	13,456		0.000
Totals Includes Recreation		xxxxxx	10,522,356	1,323,633	
Is an Ordinance required to be passed, published, and attached to the budge				Yes	County Clerk's Use Only
Budget Summary		22			
Neighborhood Revitalization Rebate					Nov 1, 2012 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____, 2012

County Clerk

Governing Body

Computation to Determine Limit for 2013

	Amount of Levy
1. Total Tax Levy Amount in 2012 Budget	+ \$ <u>1,236,166</u>
2. Debt Service Levy in 2012 Budget	- \$ <u>251,791</u>
3. Tax Levy Excluding Debt Service	<u>\$ 984,375</u>
 2012 Valuation Information for Valuation Adjustments:	
4. New Improvements for 2012:	+ <u>4,723</u>
5. Increase in Personal Property for 2012:	
5a. Personal Property 2012	+ <u>313,394</u>
5b. Personal Property 2011	- <u>342,524</u>
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>
	(Use Only if > 0)
6. Valuation of annexed territory for 2012	
6a. Real Estate	+ <u>0</u>
6b. State Assessed	+ <u>0</u>
6c. New Improvements	- <u>0</u>
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>0</u>
7. Valuation of Property that has Changed in Use during 2012	<u>1,297</u>
8. Total Valuation Adjustment (Sum of 4, 5c, 6d & 7)	<u>6,020</u>
9. Total Estimated Valuation July 1, 2012	<u>22,729,900</u>
10. Total Valuation less Valuation Adjustment (9 minus 8)	<u>22,723,880</u>
11. Factor for Increase (8 divided by 10)	<u>0.00026</u>
12. Amount of Increase (11 times 3)	+ \$ <u>261</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)	<u>\$ 984,636</u>
14. Debt Service in this 2013 Budget	<u>237,410</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)	<u><u>1,222,046</u></u>

If the 2013 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

Allocation of Motor, Recreational, 16/20M Vehicle Tax

Budgeted Fund for 2012	Budget Tax Levy Amount for 2011	Allocation for Year 2013		
		MVT	RVT	16/20M Veh
General	514,514	49,081	692	249
Bond & Interest	251,791	24,019	339	121
Library				
Industrial				
Employee Benefits	458,346	43,723	616	221
Public Safety Equipment				
Recreation Employee Be	11,515	1,098	15	6
Recreation	92,124	8,788	124	44
TOTAL	1,328,290	126,709	1,786	641

County Treas Motor Vehicle Estimate	<u>126,709</u>		
County Treasurers Recreational Vehicle Estimate		<u>1,786</u>	
County Treasurers 16/20M Vehicle Estimate			<u>641</u>
Motor Vehicle Factor	<u>0.09539</u>		
Recreational Vehicle Factor		<u>0.00134</u>	
16/20M Vehicle Factor			<u>0.00048</u>

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2011	Current Amount for 2012	Proposed Amount for 2013	Transfers Authorized by Statute
Water	General		115,400	116,200	12-825d
Water	Employee Benefit		10,478	22,515	12-825d
Water	Bond & Interest		27,235	59,827	12-825d
Electric	General	743,800	388,200	314,600	12-825d
Electric	Employee Benefit	45,000	70,268	53,348	12-825d
Electric	Water				12-825d
Electric	Street Improvement	17,000			12-825d
Electric	Special Parks & Rec		90,000	175,000	12-825d
Electric	Golf	65,000	45,000	30,000	12-825d
Electric	Tourism		12,000	12,000	12-825d
Electric	Capital Projects - General	27,500	380,000	85,000	12-825d
Electric	Capital Projects - Street	452,132			12-825d
Electric	Capital Projects - Grants			25,000	12-1,118
Employee Benefits Fund	Cafeteria 125/HRA		27,488	52,196	79-2934
Library	General	2,811			79-2958
Library	Capital Projects - Grants	20,020		100,000	12-1,118
Recreation	Electric Fund	22,000			79-2934
Recreation	Special Parks & Rec		98,720	13,456	79-2958
Sewer	General	77,900	116,400	116,200	12-825d
Sewer	Employee Benefit		6,837	14,739	79-2934
Sewer	Bond & Interest	200,000	310,000	434,000	12-825d
Rec Employee Benefits	Employee Benefit		12,238	2,419	79-2934
Capital Projects - Street	Electric Fund		452,132		12-1,118
Capital Projects - Street	Street Improvement		77,950		12-1,118
Capital Projects - Street	Bond & Interest		5,000		12-1,118
Capital Projects - Street	Capital Projects - General		12,164		12-1,118
	Totals	1,673,163	2,257,511	1,626,500	
	Adjustments				
	Adjusted Totals	1,673,163	2,257,511	1,626,500	

*Note: Adjustments are required only if the transfer is being made in 2012 and/or 2013 from a non-budgeted fund

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1,2012	Date Due		Amount Due 2012		Amount Due 2013	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2003A Street Bonds	9/1/03	9/1/18	3.75-4.5	475,000	265,000	3/1 & 9/1	9/1	5,753	refinanced	refinanced	refinanced
Series 2008A Sewer Rehab.	11/1/08	9/1/48	4.50	3,550,000	3,450,000	10/28	10/28	155,250	37,000	153,585	39,000
Series 2008B Street Bonds	11/1/08	9/1/28	4.1 - 5.5	2,435,000	2,340,000	3/1 & 9/1	9/1	103,528	75,000	99,403	75,000
2012 G.O. Refunding Bonds	5/8/2012	9/1/2027	2.0-3.0	2,810,000	0	3/1 & 9/1	9/1	19,733	170,000	55,800	330,000
<i>Series 2003A Refinanced by 2012 GO Refunding Bonds</i>											
Total G.O. Bonds											
					6,055,000			284,264	282,000	308,788	444,000
Revenue Bonds:											
Total Revenue Bonds											
					0			0	0	0	0
Other:											
KDHE SRLF - Sewer 1314	Various	9/1/16	3.54	1,518,929	455,169	3/1 & 9/1	3/1 & 9/1	8,056	50,064	refinanced	refinanced
KDHE SRLF - Sewer 1395	Various	9/1/19	3.13	2,413,903	1,058,419	3/1 & 9/1	3/1 & 9/1	16,564	75,292	refinanced	refinanced
KDHE SRLF - Water 2128	7/26/01	2/1/23	3.86	901,479	587,583	2/1 & 8/1	2/1 & 8/1	12,369	32,491	refinanced	refinanced
<i>All Refinanced by 2012 GO Refunding Bonds</i>											
Total Other											
					2,101,171			36,989	157,848	0	0
Total Indebtedness											
					8,156,171			321,253	439,848	308,788	444,000

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	25,728	30,825	37,972
Receipts:			
Ad Valorem Tax	432,233	483,643	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	17,885	18,000	16,000
Motor Vehicle Tax	50,360	47,500	49,081
Recreational Vehicle Tax	731	708	692
16/20M Vehicle Tax			249
Local Alcoholic Liquor	3,630	4,500	3,544
City Sales Tax	241,692	241,000	243,892
County Sales Tax	307,604	307,000	310,684
Compensating Use Tax	75,716	82,700	84,354
Franchise Tax	156,721	118,800	122,450
Licenses	36,554	33,500	34,580
Charges for Services	55,826	48,500	39,900
Fines and Fees	101,608	122,000	122,000
Transfer In from Electric	743,800	186,000	113,000
Transfer In from Sewer	77,900	39,000	39,000
Transfer In from Water		38,000	39,000
Transfer in from Library	2,811		
Overhead Fees Transfers		357,000	356,000
Sale of Fixed Assets	1,750	1,000	1,000
Grants	11,392	11,000	17,000
Reimbursed Expense	46,394	14,000	18,000
Interest on Idle Funds	22,095	18,000	20,000
Miscellaneous	7,221	11,750	10,250
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,393,923	2,183,601	1,640,675
Resources Available:	2,419,651	2,214,426	1,678,647

City of Osawatomic

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Resources Available:	2,419,651	2,214,426	1,678,647
Expenditures:			
Administration	528,084	577,621	574,627
Sports Complex	81,789	0	0
Police & Fire	934,374	866,882	906,282
John Brown Cabin	41,507	43,778	45,666
Streets & Alleys	284,437	252,074	237,059
Swimming Pool	38,954	31,676	18,146
Cemeteries	117,328	133,690	103,327
Lakes & Parks	8,110	0	0
Municipal Court	120,656	106,721	108,417
Levees & Stormwater	121,175	36,000	7,000
Library	112,413	128,012	140,136
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,388,827	2,176,454	2,140,661
Unencumbered Cash Balance Dec 31	30,825	37,972	XXXXXXXXXXXXXXXXXXXX
2011/2012 Budget Authority Amount:	2,391,221	2,291,543	XXXXXXXXXXXXXXXXXXXX
		Non-Appropriated Balance	81,888
		Total Expenditure/Non-Appr Balance	2,222,549
		Tax Required	543,901
	Delinquent Comp Rate: 6.0%		32,634
	Amount of 2012 Ad Valorem Tax		576,535

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Expenditures:			
Administration			
Salaries	400,497	429,721	425,017
Contractual	88,457	107,600	108,810
Commodities	14,782	11,500	11,700
Capital Outlay	4,070	8,000	8,800
Other Assistance	20,278	20,800	20,300
Total	528,084	577,621	574,627

Sports Complex

Salaries	40,378	0	0
Contractual	20,379	0	0
Commodities	18,202	0	0
Capital Outlay	2,830	0	0
Total	81,789	0	0

Police & Fire

Salaries	784,083	716,676	749,149
Contractual	78,974	75,706	78,734
Commodities	64,281	66,500	70,400
Capital Outlay	7,037	8,000	8,000
Total	934,374	866,882	906,282

John Brown Cabin

Salaries	25,954	26,021	27,041
Contractual	14,624	15,307	16,175
Commodities	929	1,450	1,450
Capital Outlay	0	1,000	1,000
Total	41,507	43,778	45,666

Streets & Alleys

Salaries	246,755	201,074	184,815
Contractual	19,849	40,800	42,044
Commodities	17,833	10,200	10,200
Capital Outlay			
Total	284,437	252,074	237,059

Swimming Pool

Salaries	23,431	0	0
Contractual	9,600	17,446	17,146
Commodities	5,923	2,000	1,000
Capital Outlay	0	12,230	0
Total	38,954	31,676	18,146

Page 1 - Total	1,909,145	1,772,030	1,781,781
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Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Expenditures:			
Cemeteries			
Salaries	77,442	92,586	60,990
Contractual	28,758	32,055	32,287
Commodities	11,129	9,050	10,050
Capital Outlay			
Total	117,328	133,690	103,327
Lakes & Parks			
Salaries	0	0	0
Contractual	2,220	0	0
Commodities	5,890	0	0
Capital Outlay			
Total	8,110	0	0
Municipal Court			
Salaries	19,210	19,537	21,186
Contractual	101,246	86,884	86,931
Commodities	200	300	300
Capital Outlay			
Total	120,656	106,721	108,417
Levees & Stormwater			
Salaries	0	0	0
Contractual	119,983	34,250	250
Commodities	1,192	1,750	1,750
Capital Outlay	0	0	5,000
Total	121,175	36,000	7,000
Library			
Salaries	76,134	82,512	87,636
Contractual	9,808	12,450	14,950
Commodities	25,484	32,550	37,050
Capital Outlay	987	500	500
Total	112,413	128,012	140,136
Page 2 -Total	479,682	404,423	358,880
Page 1 -Total	1,909,145	1,772,030	1,781,781
Grand Total	2,388,827	2,176,454	2,140,661

(Note: Should agree with general sub-totals.)

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Bond & Interest	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	64,375	61,002	98,902
Receipts:			
Ad Valorem Tax	190,698	236,684	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	5,110	5,500	5,500
Motor Vehicle Tax	13,507	18,549	24,019
Recreational Vehicle Tax		313	339
16/20M Vehicle Tax		130	121
Special Assessment	190		
Transfer In from Sewer	200,000	310,000	434,000
Transfer In from Water		27,235	59,827
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	409,504	598,411	523,806
Resources Available:	473,879	659,413	622,708
Expenditures:			
Bond Principal	136,000	282,000	444,000
Bond Interest	276,878	278,511	308,788
Miscellaneous			60,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	412,878	560,511	812,788
Unencumbered Cash Balance Dec 31	61,002	98,902	xxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	482,519	544,658	xxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	33,892
See Tab C		Total Expenditure/Non-Appr Balance	846,680
		Tax Required	223,972
	Delinquent Comp Rate: 6.0%		13,438
	Amount of 2012 Ad Valorem Tax		237,410

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Library	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	109,550	91,626	107,788
Receipts:			
Ad Valorem Tax	52	0	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	1,198	500	
Motor Vehicle Tax	1,550		
Recreational Vehicle Tax	11		
Grant Receipts (Non-CDBG)	8,263	8,263	
Donations	9,699	6,800	22,000
Interest on Idle Funds	864	600	600
Total Receipts	21,636	16,163	22,600
Resources Available:	131,187	107,788	130,388
Expenditures:			
Professional Services	16,011		
Other Contractual	720		20,000
Other Commodities			6,000
Transfer Out - To General	2,811		
Transfer Out - Library Project Fund	20,020		100,000
Total Expenditures	39,561	0	126,000
Unencumbered Cash Balance Dec 31	91,626	107,788	xxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	46,916	109,551	xxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	4,388
		Total Expenditure/Non-Appr Balance	130,388
		Tax Required	0
	Delinquent Comp Rate: 6.0%		0
	Amount of -1 Ad Valorem Tax		0

Adopted Budget Recreation	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	443	714	0
Receipts:			
Ad Valorem Tax	89,448	86,597	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	3,395	2,500	4,500
Motor Vehicle Tax	9,144	8,702	8,788
Recreational Vehicle Tax	131	147	124
16/20M Vehicle Tax		61	44
Reimbursed Expense	40,734		
Interest on Idle Funds			
Total Receipts	142,851	98,007	13,456
Resources Available:	143,294	98,721	13,456
Expenditures:			
Salaries & Wages	40,463		
Appropriation	80,118		
Transfer to Electric Fund	22,000		
Transfer to Special Parks & Recreation Fund		98,720	13,456
Total Expenditures	142,581	98,720	13,456
Unencumbered Cash Balance Dec 31	714	0	xxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	176,766	174,829	xxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	0
		Total Expenditure/Non-Appr Balance	13,456
		Tax Required	0
	Delinquent Comp Rate: 6.0%		0
	Amount of -1 Ad Valorem Tax		0

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Industrial	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	45,540	48,169	52,669
Receipts:			
Ad Valorem Tax	5	0	XXXXXXXXXXXXXXXXXX
Delinquent Tax	157		
Motor Vehicle Tax	179		
Recreational Vehicle Tax	1		
Property Leases	18,184	16,000	16,000
Total Receipts	18,526	16,000	16,000
Resources Available:	64,066	64,169	68,669
Expenditures:			
Professional Services	1,933	5,000	20,000
Other Contractual Services	12,159	5,000	20,000
Other Commodities	1,805	1,500	1,500
Total Expenditures	15,896	11,500	41,500
Unencumbered Cash Balance Dec 31	48,169	52,669	XXXXXXXXXXXXXXXXXX
2011/2012 Budget Authority Amount:	22,091	12,000	XXXXXXXXXXXXXXXXXX
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			41,500
Tax Required			0
Delinquent Comp Rate: 6.0%			0
Amount of 2012 Ad Valorem Tax			0

Adopted Budget Employee Benefits	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	1,000	28,832	55,042
Receipts:			
Ad Valorem Tax	467,468	430,845	XXXXXXXXXXXXXXXXXX
Delinquent Tax	16,611	18,000	16,000
Motor Vehicle Tax	45,617	45,344	43,723
Recreational Vehicle Tax	658	701	616
16/20M Vehicle Tax			221
Transfer from Electric	45,000	70,268	53,348
Transfer from Water	0	10,478	22,515
Transfer from Sewer	0	6,837	14,739
Transfer from Recreation Emp Ben Fund	0	12,238	2,419
Total Receipts	575,353	594,712	153,581
Resources Available:	576,353	623,543	208,622
Expenditures:			
FICA	134,895	137,072	136,796
KPERS	122,850	134,553	126,960
Health Insurance	235,306	218,746	293,419
Workers' Compensation	45,597	46,622	47,593
Unemployment Insurance	8,528	4,022	8,788
Other Contractual	345		
Transfer to 125/HRA Fund		27,488	52,196
Total Expenditures	547,521	568,502	665,752
Unencumbered Cash Balance Dec 31	28,832	55,042	XXXXXXXXXXXXXXXXXX
2011/2012 Budget Authority Amount:	572,317	521,318	XXXXXXXXXXXXXXXXXX
Non-Appropriated Balance			23,708
Total Expenditure/Non-Appr Balance			689,460
Tax Required			480,838
Delinquent Comp Rate: 6.0%			28,850
Amount of 2012 Ad Valorem Tax			509,688

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Public Safety Equipment	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	9,520	9,772	0
Receipts:			
Ad Valorem Tax	6	0	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	86		
Motor Vehicle Tax	159		
Recreational Vehicle Tax	1		
Total Receipts	252	0	0
Resources Available:	9,772	9,772	0
Expenditures:			
Capital Equipment		9,772	
Total Expenditures	0	9,772	0
Unencumbered Cash Balance Dec 31	9,772	0	xxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	9,817	9,520	xxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
Delinquent Comp Rate:		6.0%	0
		Amount of 2012 Ad Valorem Tax	0

Adopted Budget Recreation Employee Benefits	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Ad Valorem Tax	11,181	10,824	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	424	300	1,300
Motor Vehicle Tax	1,144	1,088	1,098
Recreational Vehicle Tax	16	18	15
16/20M Vehicle Tax		8	6
Total Receipts	12,765	12,238	2,419
Resources Available:	12,765	12,238	2,419
Expenditures:			
Appropriation	12,765	0	0
Transfer To Employee Benefit Fund		12,238	2,419
Total Expenditures	12,765	12,238	2,419
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	13,096	12,629	xxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,419
		Tax Required	0
Delinquent Comp Rate:		6.0%	0
		Amount of 2012 Ad Valorem Tax	0

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Street Improvements	Actual for 2011	Estimate for 2012	Year for 2013
Unencumbered Cash Balance Jan 1	1,000	4,662	79,008
Receipts:			
State of Kansas Gas Tax	117,273	114,860	115,740
County Transfers Gas		0	0
City Connecting Links from County	5,100	5,100	5,100
Transfer from Electric	17,000		
Transfer from CIP-Streets (reimbursement)		65,786	
Total Receipts	139,373	185,746	120,840
Resources Available:	140,373	190,408	199,848
Expenditures:			
Contractual Services	46,017	0	0
Machine Parts	10,367	15,000	15,000
Street Materials	50,958	55,000	55,000
Fuel	10,125	17,000	17,000
Other Commodities	737	2,000	2,000
Equipment	0	2,400	0
Chip/Seal	0	20,000	40,000
Vehicles	17,506	0	0
Total Expenditures	135,711	111,400	129,000
Unencumbered Cash Balance Dec 31	4,662	79,008	70,848
2011/2012 Budget Authority Amount:	136,489	120,500	

Adopted Budget	Prior Year	Current Year	Proposed Budget
Refuse	Actual for 2011	Estimate for 2012	Year for 2013
Unencumbered Cash Balance Jan 1	6,472	4,725	5,025
Receipts:			
Sales/Charges	367,613	377,000	377,000
Total Receipts	367,613	377,000	377,000
Resources Available:	374,085	381,725	382,025
Expenditures:			
Contract Collection	2,025	1,400	1,400
Other Contractual	366,704	375,000	375,000
Office Supplies	632	300	300
Total Expenditures	369,360	376,700	376,700
Unencumbered Cash Balance Dec 31	4,725	5,025	5,325
2011/2012 Budget Authority Amount:	381,950	376,700	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Golf Course	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	-33	3,328	12,069
Receipts:			
Greens & Range Fees	57,653	59,600	59,600
Member Fees	83,138	76,100	78,383
Cart Related Fees	36,409	39,700	39,700
Food & Beverage	37,558	37,000	37,000
Miscellaneous	2,684	2,500	2,500
Transfer from Electric	65,000	45,000	30,000
Total Receipts	282,442	259,900	247,183
Resources Available:	282,409	263,228	259,252
Expenditures:			
Salaries & Wages	140,264	121,144	127,348
Utilities	15,649	16,432	17,253
Rentals	5,068	5,250	5,250
Chemicals/Seed/Fertilizer	14,583	17,000	17,510
Fuels	13,308	9,500	9,785
Food & Beverage	21,025	20,000	20,000
Construction Equipment	2,817	4,000	4,000
Debt Service	45,832	30,584	19,693
All Other Expenditures	20,533	27,250	28,250
Total Expenditures	279,081	251,159	249,090
Unencumbered Cash Balance Dec 31	3,328	12,069	10,162
2011/2012 Budget Authority Amount:	313,307	282,892	

Adopted Budget Special Revenue (911)	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	9,897	9,897	9,897
Receipts:			
Total Receipts	0	0	0
Resources Available:	9,897	9,897	9,897
Expenditures:			
Operational/Construction Equipment			9,897
Total Expenditures	0	0	9,897
Unencumbered Cash Balance Dec 31	9,897	9,897	0
2011/2012 Budget Authority Amount:	11,979	9,897	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Tourism	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	6,225	3,723	7,933
Receipts:			
Transient Guest Tax	4,510	5,000	5,000
Old Stone Church Rent	250	150	150
Reimbursed Expense	63	0	0
Transfer from Electric Fund for Jamboree		12,000	12,000
Transfer from Pay Pal	0	110	0
Historic Preservation Fund	2,124	500	500
Educational Garden Fund	221	200	200
Donations	7,822	4,000	4,000
Souvenirs	39	500	500
John Brown Jamboree		28,000	30,000
Total Receipts	15,028	50,460	52,350
Resources Available:	21,253	54,183	60,283
Expenditures:			
Dues & Membership	160	150	150
Education, Meetings & Travel	2,478	1,500	1,500
Professional	150	200	200
Printing and Advertising	3,821	2,000	2,000
Other Contractual	5,314	4,000	4,000
Office Supplies	220	400	400
Other Commodities	3,165	3,000	3,000
Special Events - Jamboree		35,000	35,000
Old Stone Church	2,222		
Total Expenditures	17,531	46,250	46,250
Unencumbered Cash Balance Dec 31	3,723	7,933	14,033
2011/2012 Budget Authority Amount:	26,150	17,750	

See Tab C

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Water			
Unencumbered Cash Balance Jan 1	-2,047	43,575	34,611
Receipts:			
Water Sales	741,505	774,872	785,995
Bulk Water Sales	17,128	15,000	16,000
New Utility Services	800	1,000	1,000
Other Charges	3,286		
Miscellaneous Revenue	76	1,000	1,000
Reimbursed Expense	0	4,000	4,000
Water Protection Tax	4,313	3,487	3,537
Tower Lease	11,592	11,592	11,592
Total Receipts	778,699	810,951	823,124
Resources Available:	776,652	854,527	857,735
Expenditures:			
Administration			
Personnel	202	0	0
Contractual Services	19,013	21,198	21,934
Commodities	727	1,300	1,300
Capital Outlay	1,740	0	2,000
Debt Service	64,983	32,491	0
Transfer to General Fund	0	38,000	39,000
Transfer to Bond & Interest		27,235	59,827
Transfer to Employee Benefits	0	10,478	22,515
Transfer to General Fund (Overhead)	0	77,400	77,200
State Taxes & Fees	37,603	40,249	41,985
Treatment			
Personnel	133,483	96,727	69,496
Contractual Services	58,023	63,407	65,495
Commodities	154,590	170,024	181,609
Capital Outlay	34,813	20,000	20,000
Distribution			
Personnel	111,954	94,471	68,351
Contractual Services	67,355	69,485	71,635
Commodities	48,591	42,450	42,450
Capital Outlay	0	15,000	30,000
Total Expenditures	733,076	819,916	814,796
Unencumbered Cash Balance Dec 31	43,575	34,611	42,938
2011 Budget Authority Limited Amount:	879,167	832,025	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Electric	Actual for 2011	Estimate for 2012	Year for 2013
Unencumbered Cash Balance Jan 1	852,395	216,891	453,715
Receipts:			
Sales and Charges	3,612,738	3,707,931	3,769,722
Penalties and Fees	93,430	87,250	87,250
Utility Deposits	53,450	50,000	50,000
Sales Taxes Collected	113,888	115,198	117,175
Transfers In	22,000	452,132	
Miscellaneous	52,716	14,000	14,000
Total Receipts	3,948,224	4,426,511	4,038,147
Resources Available:	4,800,618	4,643,401	4,491,862
Expenditures:			
Administration			
Personnel	2,199		
Contractual Services	49,489	67,553	70,560
Commodities	10,839	4,750	4,750
Capital Outlay	10,843	10,000	10,000
Transfer Out - To General	743,800	186,000	113,000
Transfer Out - To Capital Improvements	27,500	380,000	85,000
Transfer Out - To Golf Course	65,000	45,000	30,000
Transfer Out - To Street Improvement	17,000		
Transfer Out - Street CIP	452,132		
Transfer Out - CIP Grants (Library)			25,000
Transfer Out - Special Parks and Recreation		90,000	175,000
Transfer Out - Tourism (JBJ)		12,000	12,000
Transfer Out - To EBF for insurance		20,268	53,348
Transfer Out - To Employee Benefit	45,000	50,000	
Transfer to General Fund (Overhead)		202,200	201,600
Deposit Refunds and Interest	52,955	51,000	51,000
State Taxes & Fees	131,481	125,498	127,352
Other Assistance	15,000	16,000	16,000
Production			
Personnel	120,066	128,930	128,202
Contractual Services	2,181,093	2,237,371	2,278,941
Commodities	12,053	52,500	52,500
Distribution			
Personnel	269,712	293,424	285,699
Contractual Services	65,364	75,794	78,168
Commodities	107,869	81,400	91,400
Capital Outlay	204,333	60,000	128,000
Total Expenditures	4,583,727	4,189,686	4,017,520
Unencumbered Cash Balance Dec 31	216,891	453,715	474,342
2011 Budget Authority Limited Amount:	4,756,843	3,765,012	

See Tab C

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer	Prior Year Actual for 2011	Current Year Estimate for 2012	Proposed Budget Year for 2013
Unencumbered Cash Balance Jan 1	428,138	361,440	289,400
Receipts:			
Sales/Charges	771,765	771,765	775,624
New Utility Services	350	500	500
Total Receipts	772,115	772,265	776,124
Resources Available:	1,200,253	1,133,705	1,065,524
Expenditures:			
Personnel	114,949	107,112	97,710
Contractual Services	63,949	74,950	74,950
Commodities	43,140	53,650	53,650
Capital Outlay	88,161	50,000	25,000
Debt Service	250,713	125,357	20,000
Transfer to General Fund	77,900	39,000	39,000
Transfer to Employee Benefits		6,837	14,739
Transfer to Bond & Interest	200,000	310,000	434,000
Transfer to General Fund (Overhead)	0	77,400	77,200
Total Expenditures	838,813	844,305	836,249
Unencumbered Cash Balance Dec 31	361,440	289,400	229,274
2011/2012 Budget Authority Amount:	853,642	837,988	

See Tab C

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Parks & Recreation	Actual for 2011	Estimate for 2012	Year for 2013
Unencumbered Cash Balance Jan 1	9,296	12,692	39,890
Receipts:			
Liquor Tax	3,630	4,500	3,544
Registration Fees		24,000	24,000
Tournament Registrations			
Tournament Gate			
Concessions		15,000	15,000
Sponsorship Fees		6,000	6,000
Donations		0	
Reimbursed Expense		48,000	0
Transfer from Recreation Fund	0	98,720	13,456
Transfer from Electric Fund		90,000	175,000
Balance from Recreation Commission		2,000	
Miscellaneous		5,800	5,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,630	294,020	242,000
Resources Available:	12,926	306,713	281,890
Expenditures:			
Facilities			
Salaries & Wages	0	54,311	55,649
Contractual Services	142	24,450	24,450
Commodities	92	30,350	30,350
Capital Outlay	0	12,000	17,000
Recreation Programs			
Salaries & Wages	0	49,737	52,354
Contractual Services	0	35,200	26,200
Commodities	0	37,000	33,000
Capital Outlay	0	0	0
Taxes & Fees	0	23,775	1,275
Total Expenditures	233	266,823	240,278
Unencumbered Cash Balance Dec 31	12,692	39,890	41,611
2011/2012 Budget Authority Amount:	12,029	13,674	

See Tab C

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2011 is to be shown)

Non-Budgeted CIP Funds

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Capital Projects - General		Capital Improve. - Street		Capital Improve. - Sewer		Capital Improve. - Grant				
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	1,075	Cash Balance Jan 1	0	Cash Balance Jan 1	0	Cash Balance Jan 1	1,180	Cash Balance Jan 1		2,255
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer from Electric	27,500	Federal Grant Proceeds	496,945			Federal Grant Proceeds	50,432			
		Transfer from Electric	452,132			Transfer from Library	20,020			
Total Receipts	27,500	Total Receipts	949,077	Total Receipts	0	Total Receipts	70,452	Total Receipts	0	1,047,029
Resources Available:	28,575	Resources Available:	949,077	Resources Available:	0	Resources Available:	71,632	Resources Available:	0	1,049,283
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Professional Services	12,164	Street Improvements	949,077			Library Improvements	71,632			
Building & Fixed Equip	12,620									
Total Expenditures	24,784	Total Expenditures	949,077	Total Expenditures	0	Total Expenditures	71,632	Total Expenditures	0	1,045,493
Cash Balance Dec 31	3,790	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	3,790
										3,790

**Note: These two block figures should agree.

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2011 is to be shown)

Non-Budgeted Agency Funds 1

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Fire Insurance Proceeds		Rural Fire		Revolving Fund		Cafeteria 125-HRA				
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	1	Cash Balance Jan 1	0	Cash Balance Jan 1	72,486	Cash Balance Jan 1	137	Cash Balance Jan 1		72,623
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Interest	31	Reimbursed Expense	45,400	Interest on Investments	185	125 Contributions	1,863			
Insurance Proceeds	27,858									
Total Receipts	27,889	Total Receipts	45,400	Total Receipts	185	Total Receipts	1,863	Total Receipts	0	75,336
Resources Available:	27,889	Resources Available:	45,400	Resources Available:	72,670	Resources Available:	2,000	Resources Available:	0	147,959
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Refund of Unused Fund	27,889	Volunteer Stipend	42,013			Disbursements	1,862			
Total Expenditures	27,889	Total Expenditures	42,013	Total Expenditures	0	Total Expenditures	1,862	Total Expenditures	0	71,764
Cash Balance Dec 31	1	Cash Balance Dec 31	3,387	Cash Balance Dec 31	72,670	Cash Balance Dec 31	138	Cash Balance Dec 31	0	76,196
										76,196

**Note: These two block figures should agree.

NON-BUDGETED FUNDS (C)
(Only the actual budget year for 2011 is to be shown)

Non-Budgeted Agency Funds 2

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Court ADSAP		Court Bonds		Forfeitures		Old Stone Church				
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	4,661	Cash Balance Jan 1	4,034	Cash Balance Jan 1	289	Cash Balance Jan 1	303	Cash Balance Jan 1		9,287
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Court Fees	3,000	Bonds	16,842	Forfeited Assets	0	Donations				
Total Receipts	3,000	Total Receipts	16,842	Total Receipts	0	Total Receipts	0	Total Receipts	0	19,842
Resources Available:	7,661	Resources Available:	20,876	Resources Available:	289	Resources Available:	303	Resources Available:	0	29,129
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Disbursements	2,660	Refunds	15,218	Undercover Operations	270	Maintenance	290			
Total Expenditures	2,660	Total Expenditures	15,218	Total Expenditures	270	Total Expenditures	290	Total Expenditures	0	18,437
Cash Balance Dec 31	5,001	Cash Balance Dec 31	5,659	Cash Balance Dec 31	19	Cash Balance Dec 31	13	Cash Balance Dec 31	0	10,692
										10,692

**Note: These two block figures should agree.

NOTICE OF BUDGET HEARING

The governing body of the
City of Osawatomic

will meet on August 9, 2012 at 7:00 p.m. at Memorial Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2013 Expenditures and Amount of 2012 Ad Valorem Tax establish the maximum limits of the 2013 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2011		Current Year Estimate for 2012		Proposed Budget for 2013		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2012 Ad Valorem Tax	Estimate Tax Rate *
General	2,388,827	19.318	2,176,454	22.365	2,140,661	576,535	25.365
Bond & Interest	412,878	8.529	560,511	10.945	812,788	237,410	10.445
Library	39,561				126,000		
Industrial	15,896		11,500		41,500		
Employee Benefits	547,521	20.899	568,502	19.923	665,752	509,688	22.424
Public Safety Equipment			9,772				
Recreation Employee Benefi	12,765	0.500	12,238	0.501	2,419		
Street Improvements	135,711		111,400		129,000		
Refuse	369,360		376,700		376,700		
Golf Course	279,081		251,159		249,090		
Special Revenue (911)					9,897		
Tourism	17,531		46,250		46,250		
Water	733,076		819,916		814,796		
Electric	4,583,727		4,189,686		4,017,520		
Sewer	838,813		844,305		836,249		
Special Parks & Recreation	233		266,823		240,278		
Non-Budgeted CIP Funds	1,045,493						
Non-Budgeted Agency Fund	71,764						
Non-Budgeted Agency Fund	18,437						
Totals for City	11,510,674	49.246	10,245,215	53.734	10,508,900	1,323,633	58.234
Recreation	142,581	4.000	98,720	4.000	13,456		0.000
Totals Includes Recreation	11,653,255	53.246	10,343,936	57.734	10,522,356	1,323,633	58.234
Less: Transfers	1,673,163		2,257,511		1,626,500		
Net Expenditure	9,980,092		8,086,425		8,895,856		
Total Tax Levied	1,272,920		1,236,166		xxxxxxxxxxxxxxxxxxx		
Assessed Valuation	23,905,507		23,005,714		22,729,900		

Outstanding Indebtedness,

	2010	2011	2012
January 1,			
G.O. Bonds	6,410,000	6,121,000	6,055,000
Revenue Bonds	0	0	0
Other	2,784,476	2,336,772	2,101,171
Lease Purchase Principal	238,970	192,452	156,849
Total	9,433,446	8,650,224	8,313,020

*Tax rates are expressed in mills

Ann Elmquist

City Official Title: City Clerk



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: 2013 Budget Ordinance

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: K.S.A. 79-2925b requires all taxing subdivisions (except community colleges and school districts) to adopt a resolution or ordinance if they approve an appropriation or budget which is funded by revenue from property taxes that are higher than the preceding year. The computation to determine the maximum dollar amount of tax levy adjusts the previous year's levy by excluding the following: new improvements to real property, increased personal property valuation (not including oil and gas leaseholds and mobile homes), property resulting from newly annexed territory, property which changed in use, and any debt service levy.

This calculation is essentially the old "cap" that was placed on cities in the seventies and eighties, but was removed in the nineties by the Kansas Legislature. As a compromise, the requirement to calculate the cap was left in place, requiring cities to adopt ordinance to take a second official action to adopt a levy in excess of the previous year.

This ordinance is required to be passed and then submitted to the County Clerk and the State with the official budget documents.

COUNCIL ACTION NEEDED: Vote to adopt the ordinance.

STAFF RECOMMENDATION TO COUNCIL: Approve the ordinance.

(Published in the Osawatomie Graphic, August 15, 2012) 1t

ORDINANCE NO. _____

AN ORDINANCE ATTESTING TO AN INCREASE IN TAX
REVENUES FOR BUDGET YEAR 2013 FOR THE CITY OF
OSAWATOMIE.

WHEREAS, the City of Osawatomie must continue to provide services to protect the health, safety, and welfare of the citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this city continues to increase; and

WHEREAS, the City again experienced a further decrease in the valuation, a drop of \$275,814 for the 2012 valuation or a 1.2 percent decrease; and

WHEREAS, the 2012 valuation decrease is \$1.955 million from the 2008 valuation, which is equal to an average annual decrease of \$490,000 for the last four years.

NOW THEREFORE, be it ordained by the Governing Body of the City of Osawatomie:

SECTION ONE: In accordance with state law, the City of Osawatomie has scheduled a public hearing and has prepared the proposed budget necessary to fund City services from January 1, 2013 until December 31, 2013.

SECTION TWO: After careful public deliberations, the Governing Body has determined that in order to maintain the public services which are essential for the citizens of this city, it will be necessary to budget property tax revenues in an amount exceeding the levy in the 2012 budget.

SECTION THREE: This ordinance shall take effect after publication once in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 9th day of October, 2012.

APPROVED AND SIGNED by the Mayor.

Philip A. Dudley, Mayor

(SEAL)

ATTEST:

Ann Elmquist, City Clerk



STAFF AGENDA MEMORANDUM

DATE OF MEETING: August 9, 2012

AGENDA ITEM: Street Signs

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: Over the past years I have received several questions about street sign replacement, or more accurately, the lack thereof. Of course, the old city standard for street signs were the four-sided concrete posts. Not only are those posts very labor intensive and annual maintenance, but they do not meet safety standards for break-away signs or national traffic standards for uniformity and visibility.

Several years ago, the City changed to a round metal post with street signs that were black letters on a white background. These were on a post at the intersections, separate from traffic control signs which are placed on green channel posts which are not compatible with the hardware for the street markers.

However, during the downtown streetscape project, BG Consultants replaced our street sign image with a green sign with white letters, on top of the square stop sign posts. The indicated to Bret Glendenning that this was the new sign standard. As I understand, both the manager, staff and members of the council did not like the change because (a) a change would require considerable expense to change the rest of the town for uniformity, and (b) most people did not like the placement of the street markers on top of the stop signs.

The U.S. Department of Transportation originally issued requirements in the mid-2000s which would need to be met by all levels of government, including municipalities. Late last year the Obama administration backed off the dates and may of the requirements, to pretty much let us do what we want. So some of the issues that existed when our projects were being designed have now been scrapped. Three of the more expensive changes were:

1. The size of the letters on street signs from the current 4 inches to 6 inches on all roads with speed limits over 25 miles per hour. The target date for this was to be completed January 2012.
2. Install signs with new reflective letters more visible at night by January 2018.
3. And whenever street name signs are changed for any reason, they can no longer be in ALL CAPS.

Because of the new rules and the cost, staff put sign replacement on hold until we could discuss and decide the plan of action to take. The only signs that have been replaced are from what stock we already had.

Our options at this time are:

1. Continue with the white signs (or any other color scheme) on separate posts, or
2. Implement the new design standard by placing street signs on top of traffic control signs, which would mean lack of uniformity for some time.

COUNCIL ACTION NEEDED: Set the direction for the replacement of signs.

STAFF RECOMMENDATION TO COUNCIL: Stay with the white signs and direct staff to begin installing signs at unmarked intersections as needed and budget allows.



MEMORANDUM

To: Mayor and City Council
From: Don Cawby, City Manager
Re: **Projects & Issues Update**
Date: August 9, 2012

Projects

Brown & Pacific. Steve and I checked the final work project this morning and we are signing off on it. We have received a maintenance warranty with a bond, so we should be wrapping the project at the next Council meeting.

Issues

Planning & Zoning Updates. For the next meeting, Scott Michie, our on-call planner, will walk through his proposal for managing the updates to planning and zoning regulations. The cost is around \$13,000 and given the circumstances, I am recommending we assign him the work based upon his status as our on-call planner. This would be no different than work provided by BG Consulting for design work. After considerable review, I think his proposal is very reasonable and believe his ideas for a finished product will make administering the process much simpler and efficient.

Sunday Sales. The Sunday Sales petition was not upheld (defeated 454-236), which means our ordinance, as passed in April, will go into effect as of the certification of the votes on August 15. I will work with our staff to get the statutory requirements in the hands of all the vendors in our community.

Ward Realignment. I am planning to discuss ward realignment at the first meeting in September. After the budget is complete, I plan to bring forward the ward realignment issue so that it can be passed and in effect before the end of the year.

Criminal Defense. I am in the process of developing an RFP for which will establish one contract attorney that will provide court-appointed criminal defense for municipal court. This was a recommendation from the judge, prosecutor and police department in our discussions earlier this year to control costs. The RFP will not only ask for a flat monthly rate to provide the services, but will also require the attorney(s) to provide references and examples of organization and responsiveness in the performance of the required duties.

Mutual Aid. KMEA has joined with KMU to partner in the Kansas Mutual Aid Program. The program is designed for public and private utilities to assist each other in times of emergency. At the next meeting we will review this program and I will ask you to consider Osawatomi becoming a partner.

Recognition

All City Staff. All of the City Staff pitched in to get the golf course and lake cleaned up after the storm the Sunday before last.

Upcoming Meetings/Dates

August 23	City Council Meeting
August 28	Intergovernmental Meeting - Osawatomie
August 29	Planning & Zoning
Sept 13	City Council Meeting
Sept 27	City Council Meeting

Manager's Out-of-town Schedule

Sept 16	Main Street Quarterly Training in Sterling.
Sept 4-8	Tentative – 3CMA Annual Conference

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 16th Street to 18th 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
 Grantee's - E-mail address for notifying about ACH deposit
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 AMOUNT OF THIS REQUEST [calculated 1 - 2 - 3 + 4 = 5]	<u>3,055</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
TOTALS		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

Claimant	Description	Document Number	Amount
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
	TOTAL		\$ 139,253.22

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

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>
Total		<u>\$ 1,092,159.95</u>	<u>\$ 10,000.00</u>	<u>\$ 1,102,159.95</u>	<u>\$ (14,150.10)</u>	<u>\$ 1,022,769.43</u>	<u>\$ 55,240.42</u>

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>
Total	<u>\$ 25,000.00</u>	<u>\$ 132,709.00</u>	<u>\$ 944,450.95</u>	<u>\$ 22,233.12</u>	<u>\$ 80,235.46</u>	<u>\$ 920,300.85</u>

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:

Original Contract Price:

\$934,450.95

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

\$N/A

Contract Price prior to this Change Order:

\$934,450.95

[Increase] [Decrease] of this Change Order:

\$14,150.10

Contract Price incorporating this Change Order:

\$920,300.85

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

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 :

Substantial completion (days or date): 0 working days

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

Contract Times prior to this Change Order:

Substantial completion (days or date): 90 working days

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

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 working days

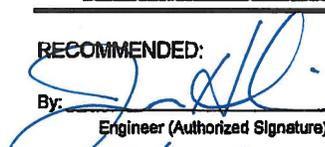
Ready for final payment (days or date): 0 working days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90 working days

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

RECOMMENDED:

By: 

Engineer (Authorized Signature)

Date: 8/23/12

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 8-23-2012

Progress Estimate

Contractor's Application

For (contract): 2011 Street Improvements							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): 2011 Street Improvements								Application Number:	6		
Application Period: 4-Aug								Application Date:	8-May		
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%	\$ -
Totals					\$ 920,300.85		\$920,300.85		\$920,300.85		\$ -

Stored Material Summary

Contractor's Application

For (contract): 2011 Street Improvements						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 (\$)	
Totals									



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 23rd 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. And can also be requested from:

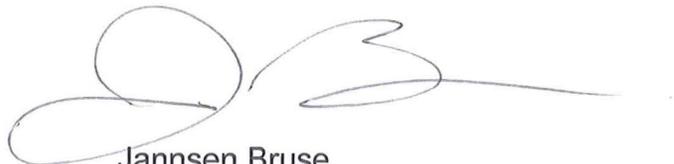
Kansas Municipal Utilities
Attn: Brad Mears
101 ½ North Main Street
McPherson, Kansas 67460

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 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,

A handwritten signature in black ink, appearing to read 'Janssen Bruse', with a long horizontal flourish extending to the right.

Janssen Bruse
Manager, Member Services
Kansas Municipal Energy Agency
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.ksmap.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

Kansas Rural Water Association
 706 Waterway Drive
 Seneca, KS 66538
 785-336-3760 (phone)
 785-336-2751 (fax)
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 or contact:

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

Kansas Rural Water Association
706 Waterway Drive
Seneca, KS 66538
785-336-3760 (phone)
785-336-2751 (fax)
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.

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 Electric, Gas, Water and Wastewater Utility Mutual Aid Program



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
TOTALS	1,101,750.43	7,638,287.45	5,685,467.11	3,045,335.56	73,989.09	2,980,581.68

CITY OF OSAWATOMIE - BUDGET REPORT

DATE: JULY 2012	BUDGETED	REIMBS	EXPENDITURES	UNEN BALANCE
GENERAL				
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
TOTAL	2,291,543.00	5,003.85	1,205,812.55	1,090,734.30
WATER				
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
TOTAL	832,025.00	35,195.36	430,610.09	436,610.27
ELECTRIC				
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
TOTAL	3,765,012.00	1,100.26	2,221,548.23	1,544,564.03
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	-		-	-
GRAND TOTAL	9,982,486.00	46,758.10	5,783,784.72	4,245,459.38

CASH TRANSACTIONS REPORT

YEAR: THROUGH JULY
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 01 - GENERAL OPERATING				
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 ✓
Fund: 02 - WATER				
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 ✓
Fund: 03 - ELECTRIC				
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 ✓
Fund: 04 - EMPLOYEE BENEFIT				
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 ✓
Fund: 05 - REFUSE				
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 ✓
Fund: 06 - LIBRARY				
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 ✓
Fund: 07 - RECREATION				
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 ✓
Fund: 08 - RURAL FIRE				
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 ✓
Fund: 09 - INDUSTRIAL				
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 ✓
Fund: 10 - REVOLVING LOAN				
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 ✓
Fund: 11 - SPECIAL PARKS & RECREATION				
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 ✓
Fund: 12 - STREET IMPROVEMENT				
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 ✓
Fund: 13 - BOND & INTEREST				
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 ✓
Fund: 14 - PUBLIC SAFETY EQUIPMENT				
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 ✓
Fund: 15 - INSURANCE PROCEEDS				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84 ✓
Fund: 16 - SEWER				
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
Fund: 17 - RECREATION EMPLOYEE BENEFITS				
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 ✓
Fund: 18 - GOLF COURSE				
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 ✓
Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
Fund: 20 - SPECIAL REVENUE (911)				
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 ✓
Fund: 21 - LLEBG GRANT				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00 ✓
Fund: 22 - TOURISM				
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 ✓
Fund: 23 - DISASTER FUND				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 23	0.00	0.00	0.00	0.00 ✓
Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL				
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 ✓
Fund: 25 - CAPITAL IMPROVEMENTS - STREETS				
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 ✓
Fund: 26 - CAPITAL IMPROVEMENTS - SEWER				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 26	0.00	0.00	0.00	0.00 ✓
Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS				
100.101 CASH & INVESTMENTS	0.02	0.00	0.00	0.02
Fund: 27	0.02	0.00	0.00	0.02 ✓
Fund: 30 - CLEARING FUND				
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 ✓
Fund: 50 - CAFETERIA 125				
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 ✓
Fund: 51 - COURT ADSAP				
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 ✓
Fund: 52 - COURT BONDS				
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 ✓
Fund: 53 - FORFEITURES				
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
 City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 54 - OLD STONE CHURCH DONATIONS				
100.101 CASH & INVESTMENTS	13.10	0.00	13.10	0.00
Fund: 54	13.10	0.00	13.10	0.00
Fund: 55 - PAYPAL				
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