



REVISED



If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3635. Please provide advance notice of at least two (2) working days. TTY users please call 711.

**101 S. Hickory
PO Box 60
Ottawa, KS 66067-0060**
Phone: 785-229-3600
Fax: 785-229-3639
www.ottawaks.gov
www.facebook.com/ottawaks

TO: Mayor and City Commissioners
RE: Study Session Meeting **REVISED** Agenda
FROM: Richard U. Nienstedt, City Manager

A Study Session is scheduled for **February 1, 2016 at 4:00 pm** in the conference room on the first floor of City Hall, 101 S. Hickory. The following items will be presented:

I. Public Comments

II. Items to be Placed on the Regular City Commission Agenda

- a. Minutes from the January 25, 2016 Study Session *Pgs 3-4*
- b. 2016 Street Improvement / Rehabilitation Plan - Michael Haeffele *Pgs 5-9*
- c. Rock Creek Business Development Park Engineering Services Recommendation - Dennis Tharp / Richard U. Nienstedt *Pg 10*
- d. Request for Approval of Kansas Electric Utilities Task Force Strategic Assistance Agreement - Dennis Tharp *Pgs 11-23*
- e. Commissioner Dickinson Resignation

III. Items for Presentation and Discussion

- a. Discussion of TNR (Trap Neuter Return) Program Through Prairie Paws Animal Shelter - Melissa Reed and Tim Yeaglin, Prairie Paws
- b. Urban Growth Agreement Update - Wynndee Lee *Pg 24*
- c. City Manager's Report
- Off-site Meeting Update
- d. Commissioner's Reports
- Commissioner Stipend Level
- e. Mayor's Report

IV. Announcements

- February 3, 2016 **Regular Meeting, 7:00 pm, City Hall**
- February 8, 2016 **Study Session, 4:00 pm, City Hall**
- February 15, 2016 **Study Session, 4:00 pm, Carnegie Cultural Center, 501 S. Main**
- February 17, 2016 **Regular Meeting, 9:30 am, Keim Bakery, 304 S. Main**

52 Tips for Successful Public Service by E.A. Mosher

*#9. Make decisions on the basis of public policy, and be consistent.
Treat similar situations similarly, and avoid favoritism.*

V. Adjourn

Motion: _____ Second: _____ Time: _____

VI. Items Already Placed

- a. Minutes from the January 11, 2016 Study Session, January 11, 2016 and January 12, 2016 Special Call Meetings for Commission Retreat and the January 20, 2016 Regular Meeting
- b. Supermarket Industrial Revenue Bonds
- c. Conditional Use Permit for 27 E. Rockwood Drive
- d. Request to Approve Ordinance to Amend Chapter 18, Article II of the Municipal Code Regarding Vacation of Public Rights-of-Way
- e. Agreement with Kansas City Power & Light

**Study Session Minutes
Ottawa, Kansas
Minutes of January 25, 2016**

The Governing Body met at 4:00 pm this date with the following members present and participating to wit: Mayor Skidmore, Commissioner Dickinson, Commissioner Caylor, Commissioner Reed and Commissioner Graves. A quorum was present.

Mayor Skidmore called the meeting to order.

Public Comments

None offered at this time.

Minutes to Review

The Governing Body reviewed minutes from the January 11, 2016 Study Session, January 11, 2016 and January 12, 2016 Special Call Meetings for Commission Retreat and the January 20, 2016 Regular Meeting. With a change, it was agreed to place the minutes on the next regular meeting agenda, February 3, 2016.

Supermarket Industrial Revenue Bonds (IRBs)

The Governing Body heard from Finance Director Scott Bird and Kutak Rock City Bond Council Dotty Riley and Tyler Ellsworth regarding the IRBs for the Supermarket. Dotty Riley and Tyler Ellsworth gave a brief overview of the IRB process and the structure of the issue. Industrial Revenue Bonds are a very common finance tool in Kansas and help provide economic incentives for development in the community. The bonds issued for this project are only scheduled to be outstanding for one year and there is no financial risk to the City for this bond issue. It was agreed to place this item on the next regular meeting agenda.

Conditional Use Permit—27 E Rockwood Drive

The Governing Body heard from Community Development Director Wynndee Lee regarding a conditional use permit request to allow the group home located on the property at 27 E Rockwood drive to operate with 10 residents in a R-1 density dwelling district. The group home has been in operation since August 2014 with 8 residents. The current zoning regulations require a conditional use permit for group homes housing more than 8 residents in a low density residential district. It was agreed to place this item on the next regular meeting agenda.

Ordinance—Amend Chapter 18 Article II: Vacation of Public Rights-of-Way

The Governing Body heard from Community Development Director Wynndee Lee regarding a request to approve an ordinance amending Chapter 18, Article II, dealing with the vacation of public rights-of-way. It was agreed to place this item on the next regular meeting agenda.

Kansas City Power & Light Agreement

The Governing Body heard from Utilities Director Dennis Tharp regarding an agreement with Kansas City Power & Light. This is a 10 year agreement and the reason for this agreement is to protect the City of Ottawa as well as establish what they can do within our area. It was agreed to place this item on the next regular meeting agenda.

December Monthly Report Review

The Governing Body reviewed the December Monthly Financial and Activity Reports with City Staff.

City Manager's Report

City Manager Richard U Nienstedt reported:

- Rock Creek Park Update
- Off-site Meeting Suggestions
- Fifth Monday Focus Sessions
- Wednesday is Local Government Day in Topeka

Commissioners' Reports

The Governing Body reviewed the City Commission Stipend Level. At this time they are going to review the handout provided of compensation for surrounding commissioners and bring this back to another study session meeting.

Commissioner Graves was able to meet with Police Chief Dennis Butler and got a tour of the Ottawa Police Department.

Commissioner Dickinson announced his resignation from the City Commission with his last meeting being February 3, 2016. Commissioner Dickinson was appreciative to be able to serve the City of Ottawa and will continue to be a part of this community.

Mayor's Report

Mayor Skidmore thanked Commissioner Dickinson for his years of service to the City of Ottawa.

Adjournment

There being no further business to come before the Governing Body, Commissioner Caylor made a motion, seconded by Commissioner Graves to adjourn the meeting. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly adjourned at 5:08 pm.

Carolyn S. Snethen, City Clerk

CITY OF OTTAWA, KANSAS
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: Richard U. Nienstedt
FROM: Michael Haeffele - Director of Public Works
COPY TO: Scott Bird, Justin McCurdy
SUBJECT: 2016 Street Improvement/Rehabilitation Plan
DATE: January 26, 2016

As you know, street maintenance is a large part of Public Works responsibilities. We have an ongoing effort to maintain and preserve the investment the city has in its street inventory. Quality streets are vital for safe transportation throughout the city. We would like to continue maintaining and improving street conditions within the City of Ottawa. As part of an initiative to improve gravel streets, last year we improved a few of those streets with a chip and seal process. This proved to be a valuable improvement to those areas and we would like to continue this initiative by completing several more this year.

Chip and seal gets its best result if done in the heat of the summer. This allows the asphalt to set up and cure at a normal rate, as opposed to cooler temperatures which causes the asphalt to cool and set up much faster. We would like to get bids out much earlier than last year so that we can set our project completion date in the summer months to get the most value for our citizens.

Along with the chip and seal program, we also have a few streets that need to be milled and overlaid. This is a much more expensive process, but does not have to be done in the heat of the summer in order to get the desired quality.

As you may recall, one of our goals for this year was to start making improvements to the downtown parking lots. We have included the parking lot in the 200 block of Walnut on the east side of the street for a mill and overlay project.

Attachment 1 is a list of streets that have been targeted for chip and seal. The list also shows the streets that we have targeted for a mill and overlay. Attachment 2 is a list of streets, separated out by year, for the future possibility of rehabilitation. This list is merely a guide and can change based on the condition of the street.

In the 2016 Special Streets budget, we have allowed \$200,000 for street improvements and \$30,000 for parking lot maintenance for a total of \$230,000. I request permission to send this out for bid for an amount not to exceed \$230,000. This will require us to do 2 separate bids, one for the chip and seal process and one for the mill and overlay process. The reason for the two separate bid packages is due to the different types of processes which require two completely separate types of specifications.

Respectfully submitted,

Michael W. Haeffele
Director of Public Works

Attachment 1

2016 Proposed Project List				
Current Pavement Type	Street	From	To	Proposed Pavement Type
Asphalt	W. Wilson	Main	City Limits	Mill and Overlay
Asphalt	5th Street	Main	Walnut	Mill and Overlay
Asphalt	5th Street	Walnut	Locust	Mill and Overlay
Gravel	9th Street	Ash	Cypress	Chip Seal
Gravel	8th Street	Ash	Cypress	Chip Seal
Gravel	Blackhawk	Cedar	Oak	Chip Seal
Gravel	Blackhawk	Oak	Poplar	Chip Seal
Gravel	Blackhawk	Poplar	Mulberry	Chip Seal
Gravel	Blackhawk	Mulberry	Sycamore	Chip Seal
Gravel	Blackhawk	Sycamore	Cherry	Chip Seal
Gravel	Blackhawk	Cherry	Birch	Chip Seal
Asphalt	1st Street	Oak	Poplar	Chip Seal
Asphalt	1st Street	Locust	Willow	Chip Seal
Asphalt	N. Cherry	E. Garfield	North St.	Chip Seal
Gravel	Red Jacket	Sycamore	Poplar	Chip Seal
Gravel	E. 8th	Funston	Lincoln	Chip Seal
Gravel	E. 8th	Cherry	Sycamore	Chip Seal
Gravel	Funston	7th	8th	Chip Seal
Gravel	Highland	9th	10th	Chip Seal
Gravel	Liberty	7th	9th	Chip Seal
Gravel	11th	Cottonwood	Burrough	Chip Seal
Gravel	Burrough	9th	11th	Chip Seal
Gravel	10th St	Cherry	Lincoln	Chip Seal
Gravel	Sycamore	Garfield	North St.	Chip Seal
Gravel	Powhattan	Sycamore	Mulberry	Chip Seal
Gravel	Walnut	9th	11th	Chip Seal
Gravel	Walnut	9th	11th	Chip Seal
Asphalt	Walnut	200 block	East Parking Lot	Mill and Overlay

Attachment 2

2017 Project List				
Current Pavement Type	Street	From	To	Proposed Pavement Type
Asphalt	N. Milner	E. Garfield	E. Enterprise	Chip Seal
Asphalt	N. Poplar	E. Pontiac	Dead end	Chip Seal
Asphalt	Spruce	E. Logan	E. Powhattan	Chip Seal
Asphalt	Osage Dr.	17th Street	15th Street	Chip Seal
Asphalt	Park St.	S. Hickory	S. Main	Chip Seal
Asphalt	Pin Oak Cir.	W. 15th	Dead end	Chip Seal
Asphalt	S. Ash	W. 7th	W. 6th	Chip Seal
Asphalt	S. Cedar	E. 11th	E. 9th	Chip Seal
Asphalt	S. Chestnut	W. 17th	W. Willow Ln	Chip Seal
Asphalt	S. Locust	W. 9th	W. 8th	Chip Seal
Asphalt	S. Locust	W. 1st	Dead end	Chip Seal
Asphalt	S. Oak	E. 9th	E. 8th	Chip Seal
Asphalt	S. Poplar	E. 9th	E. 8th	Chip Seal
Asphalt	S. Redbud	Dead end	W. 13th	Chip Seal
Asphalt	S. Sycamore	11th	10th	Chip Seal
Asphalt	Walnut St.	1st Street	Parking Lot	Mill & Overlay
Asphalt	2nd Street	Police Dep	Parking Lot	Mill & Overlay
Gravel	E. 10th St.	Mulberry	Burroughs	Chip Seal
Gravel	E. 11th St.	Pine St.	Dead End	Chip Seal
Gravel	E. Garfield St.	N. Underwood St.	N. Milner St.	Chip Seal
Gravel	E. Garfield St.	N. Davis Avenue	N. Underwood St.	Chip Seal
Gravel	E. Grant St.	N. Underwood St.	N. Milner St.	Chip Seal
Gravel	S. Maple St.	W. 2nd St.	W. 1st St.	Chip Seal
Gravel	S. Willow Street	W. 2nd St.	W. 1st St.	Chip Seal
Gravel	S. Willow Street	W. 1st St.	(dead end)	Chip Seal
Gravel	E. Estabrook St.	(dead-end)	S. Cherry St.	Chip Seal
Gravel	E. 9th St.	Montana Rd.	S. Mason St.	Chip Seal
Gravel	E. 9th St.	S. Mason St.	S. Funston St.	Chip Seal
Gravel	E. 9th St.	S. Funston St.	Liberty St.	Chip Seal
Gravel	E. 9th St.	Liberty St.	S. Lincoln St.	Chip Seal

2018 Project List

Current Pavement Type	Street	From	To	Proposed Pavement Type
Asphalt	Hickory	1st Street	7th Street	Chip Seal
Asphalt	2nd Street	Main	Beech	Chip Seal
Asphalt	Beech	5th Street	8th Street	Chip Seal
Asphalt	Walnut St.	1st Street	5th Street	Chip Seal
Asphalt	N. Hmelock	E. Blackhawk	E. Wilson	Chip Seal
Asphalt	N. Sycamore	E. Grant	E. Garfield	Chip Seal
Asphalt	N. Poplar	1st Street	E. Pontiac	Chip Seal
Asphalt	W. 4th St	S. Maple	S. Willow	Chip Seal
Asphalt	W. 3rd	S. Elm	S. Willow	Chip Seal
Asphalt	W. 3rd	S. Walnut	S. Locust	Chip Seal
Asphalt	W. 13th	S. Elm	S. Willow	Chip Seal
Asphalt	W. 13th	S. Ash	S. Pine	Chip Seal
Asphalt	S. Walnut	5th Street	6th Street	Chip Seal
Asphalt	S. Sycamore	4th Street	3rd Street	Chip Seal
Asphalt	W. 5th St	Main	S. Locust	Chip Seal
Asphalt	Walnut St.	1st Street	Parking Lot	Mill & Overlay
Gravel	S. Highland St.	E. 10th St.	E. 9th St.	Chip Seal
Gravel	Liberty St.	E. 9th St.	E. 8th St.	Chip Seal
Gravel	Liberty St.	E. 8th St.	7th St.(Neosho Rd.)	Chip Seal
Gravel	S. Mason St.	E. 9th St.	7th St. (Neosho Rd.)	Chip Seal
Gravel	S. Elm St.	W. 9th St.	W. 8th St.	Chip Seal
Gravel	S. Pine St.	W. 8th St.	W. 7th St.	Chip Seal
Gravel	W. 8th St.	S. Locust St.	S. Elm St.	Chip Seal
Gravel	W. 8th St.	S. Tremont Ave.	S. Willow St.	Chip Seal
Gravel	W. 8th St.	S. Ash St.	S. Cypress St.	Chip Seal
Gravel	W. 8th St.	S. Olive St.	S. Pine St.	Chip Seal
Gravel	W. 11th St.	S. Pine St.	(dead end)	Chip Seal
Gravel	Radio Road	(dead end)	S. Princeton St.	Chip Seal
Gravel	Montana Rd.	(dead-end)	(dead-end)	Chip Seal

2019 Proposed List

Current Pavement Type	Street	From	To	Proposed Pavement Type
Gravel	S. Mulberry St.	E. 2nd St.	E. 1st St.	Chip Seal
Gravel	(Alley east of Cherry)	E. 9th St.	E. Walton St.	Chip Seal
Gravel	(Alley east of Cherry)	E. Walton St.	E. 8th St.	Chip Seal
Gravel	(Alley east of Cherry)	E. 8th St.	E. Hamblin St.	Chip Seal
Gravel	(Alley east of Cherry)	E. Hamblin St.	E. 7th St.(Neosho Rd.)	Chip Seal
Gravel	(Alley west of Lincoln)	E. 9th St.	E. Walton St.	Chip Seal
Gravel	(Alley west of Lincoln)	E. Walton St.	E. 8th St.	Chip Seal
Gravel	(Alley west of Lincoln)	E. 8th St.	E. Hamblin St.	Chip Seal
Gravel	(Alley west of Lincoln)	E. Hamblin St.	E. 7th St.	Chip Seal
Asphalt	Cypress	8th St.	9th St.	Overlay
Asphalt	Walnut St.	200 Block	West Parking Lot	Mill & Overlay
Asphalt	Walnut St.	1st Street	5th Street	Mill & Overlay
Asphalt	10th Street	Main	Locust	Chip Seal
Asphalt	10th Street	Olive	Willow	Chip Seal
Asphalt	Chestnut	Willow	17th	Chip Seal
Asphalt	Maple	15th	17th	Chip Seal

RECOMMENDATION OF SELECTION COMMITTEE

TO: JON HOLMES, COUNTY ADMINISTRATOR; RICHARD U. NIENSTEDT, CITY MANAGER
FROM: ENGINEERING SELECTION COMMITTEE
SUBJECT: FINAL RECOMMENDATION FOR GOVERNING BODIES
DATE: JANUARY 22, 2016
CC: MEMBERS OF THE COMMITTEE

On January 22, 2016, the Engineering Selection Committee comprised of five members selected by the County and five by the City of Ottawa concluded their review, interview, and deliberation process to provide a final recommendation to the County Commission and City Commission about which engineering firm to select for the new industrial park.

First a brief word about the committee's process. Working with staff from both agencies the committee publicized a request for qualifications. Six firms made submittals to the committee. After a thorough review and ranking by the members, three of those firms were selected to make presentations to the committee. Following the presentations, the field was narrowed to two firms for final interviews.

After concluding the interviews, the committee discussed the submittals, presentations, and interviews with the two finalist firms. All members were impressed with both finalists and the overall quality of the submittals. However, there is a consensus across the committee that the County and City should begin negotiations with the combined team of PEC/Bartlett & West to perform the engineering and master planning services for the new industrial park.

The committee wishes to make two other encouragements to the governing bodies. First, it would be in the public's best interest to consider contracting for additional marketing services from the recommended vendor to utilize current market research in identifying likely users of the park and how best to market the park's sites to those likely users. Both firms suggested these additional services as separately priced services and the committee believes they are an essential part of making the project successful. Second, the County and City should be diligent in ensuring that engineering for the bridges and watercourses on the park site adequately addresses peak storm flows and mitigates the flooding issues that occur from 23rd Street in Ottawa south across 59 Highway.

Should you have any questions of the committee please feel free to submit them and we will seek to provide answers as promptly as possible. On behalf of the members of the committee, thank you to the members of the County and City Commissions for allowing us to play a part in this most significant and positive event for our region.

Committee Members

Jon Holmes	Dennis Woolman	Derek Brown	Larry Walrod	James Haag
Lisa Johnson	Dennis Tharp	Michael Haeffele	Scott Bird	Blaine Finch



January 22, 2016

Dennis Tharp
City of Ottawa
PO Box 60
Ottawa, KS 66067

Dear Dennis,

Over the last year and a half, Kansas Municipal Utilities (KMU) has been participating in a Kansas Electric Utility Task Force with investor-owned utilities and rural electric cooperatives serving Kansas. The task force has been involved in discussions regarding ways of working together in times of emergency or disaster. After some regions of the country have experienced wide-spread disasters, they have found a need for improved coordination of available resources to help restore critical electric infrastructure. Rather than having electric crews across the country respond to a particular electric industry sector (municipal, rural electric cooperative, or investor-owned utility), the concept would allow qualified electric staff and resources from across different industry sectors to respond to the system(s) impacted by the disaster and work across industry sector lines when resources of that sector may be exhausted or unavailable.

The discussions have led to the development of an agreement to allow the electric utilities of Kansas to work together if an emergency or disaster has outstripped the resources available from our own electric industry sectors through existing mutual aid programs and efforts. A copy of the final draft of the mutual assistance agreement has been enclosed for your review and consideration. The document was developed using components from our existing mutual aid documents including the program agreement from the Kansas Mutual Aid Program for Utilities (KSMAP) used by the municipal utility community.

We want to provide your utility with the opportunity to participate in this mutual assistance agreement. The Task Force recognizes that not all electric utilities may choose to participate in this program for varied reasons. But, the group also recognizes that participation may bring strategic value to those utilities that do choose to participate. If your electric utility is interested in participating in this mutual assistance arrangement, we would ask that you have your governing body adopt and execute the agreement and return a signed copy to KMU.

Participation in this agreement is strictly voluntary and there is no cost to be a participant in the program. The only time that costs would be incurred by your utility is when requesting mutual aid from other participating utilities. When requesting mutual aid assistance, your utility would agree to reimburse those responding utilities for the costs incurred in the response. Remember, this added level of mutual assistance would only occur if the resources from municipal resources would be exhausted or unavailable through the KSMAP program or other municipal mutual aid resources that you might have in place. Once those resources are exhausted this mutual assistance agreement could be activated to bring additional resources to the disaster response.

As a participating utility, your utility is under no obligation to respond with aid, but the agreement provides the program structure for your response if your utility is able to do so. We recognize that not every utility is able to respond to an incident due to limited staffing, needs in the local community, or other reasons. Your utility has no obligation to respond to any other utility, but we want to provide the structure to do so if electric systems have the capacity to do so.

Also, we are enclosing a copy of the mutual aid agreement from the American Public Power Association (APPA). This agreement would provide your utility with access to additional municipal electric resources from across the country should those resources ever be needed in an emergency or disaster response. Again, if your electric utility has not adopted the APPA mutual aid agreement, we would certainly invite you to consider becoming a participant in that resource as well.

If your electric utility is interested in adopting either or both of these agreements, please forward a signed and executed copy of the agreement to:

Kansas Municipal Utilities
ATTN: Mutual Aid Agreement
101½ N. Main Street
McPherson, Kansas 67460

Thank you for your consideration of these mutual assistance documents and programs. KMU and its partner organizations want to assure that we can get the appropriate resources to your utility should they ever be required and to allow your utility to respond when help is needed by other utilities.

If you have questions or require additional information, please contact me at the KMU office at 620-241-1423 or by email at bmears@kmunet.org.

Sincerely,



Bradley J. Mears
Assistant Executive Director

Enclosures

Kansas Electric Utilities Task Force Strategic Assistance Agreement

In consideration of the mutual commitment given herein and other good and valuable consideration, each of the signatories to this Strategic Assistance Agreement (SAA) agrees to render aid to any of the signatories under the following terms and conditions.

Section 1: Mission Statement

The Kansas Electric Utilities Task Force (KEUTF) will optimize system reliability and customer experience by establishing a formal, assistance partnership among Kansas electric utilities.

Section 2: Objectives

Objectives of the KEUTF include but are not limited to:

- A. Establishing a formal, operations alliance among all Kansas electric utilities
- B. Being good citizens and neighbors for the betterment of Kansas
- C. Collaborating on storm restoration, hot work apprenticeship hours, equipment needs, supplies and materials, and daily operational assistance
- D. Creating a written agreement that captures typical, strategic alliance aspects, such as labor and equipment costs and safety practices
- E. Defining, verifying, and standardizing personnel qualifications/titles and equipment
- F. Assuring the assisting utility receives appropriate training of the host utility's procedures, safety practices, and system operations

Section 3: Purpose of the Agreement

This SAA will provide a method whereby Participating Utilities experiencing an emergency as a result of natural or manmade events in the state of Kansas can obtain assistance, in the form of personnel, equipment, materials, and other associated services necessary to protect the health and welfare of the utilities' customers through restoration of electric service.

This Agreement is not intended to replace nor supersede any existing mutual aid or cooperative agreement currently in place among any of the electric utilities in Kansas. It is intended to serve as a supplemental resource to any other agreement or cooperative arrangement between or among electric utilities in Kansas in the event that resources from those other programs are committed or unavailable.

This Agreement will also allow Participating Utilities to assist with day-to-day work where the Requesting Utility is experiencing resource availability challenges should such assistance be formally requested through appropriate procedures and agreed to by the Requesting Utility experiencing such challenges.

Section 4: KEUTF Participants

Representatives from the following organizations will constitute the KEUTF, and shall oversee the adoption and execution of this SAA:

- A. Empire District Electric
- B. Kansas Electric Cooperatives
- C. Kansas Municipal Utilities (representing Kansas Mutual Aid Program for Utilities - KSMAP)
- D. Kansas City Board of Public Utilities
- E. Kansas City Power & Light
- F. Westar Energy
- G. Cooperating Entities:
 - 1. Kansas Corporation Commission (KCC)
 - 2. Kansas Department of Emergency Management (KDEM)

Participation in this Agreement is strictly voluntary. The adoption of this Agreement does not obligate any Kansas Electric Cooperative, Kansas Municipal Utility, or Investor Owned Electric Utility to provide any and all assistance that may be requested. A comprehensive list of all participating entities is referenced in Appendix 1.

Section 5: Terminology/Definitions

- A. Agreement – The Strategic Operations Agreement, which is entered into by and between all participating electric utilities.
- B. Confidential Information – Information exchange will need to take place for this agreement to be effective. Any documents considered as “Confidential” must be clearly marked as such.
- C. Emergency – A natural or manmade event that is, or is likely to be, beyond the control of services, personnel, equipment and/or facilities of a Participating Utility.
- D. FEMA – Federal Emergency Management Agency, or its agents, successors, or assignees.
- E. Mutual Assistance Request Form – The form used by all KEUTF members to officially request and agree upon all resources.
- F. Participating Utility – Any electric utility with operations in the state of Kansas and which executes this Agreement.
- G. Requesting Utility – A Participating Utility who seeks assistance pursuant to this Agreement.
- H. Responding Utility – A Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this Agreement.
- I. Description of labor classifications is referenced in Appendix 2 of this Agreement.
- J. Description of equipment is referenced in Appendix 3 of this Agreement.
- K. The call-out flowchart, which details the process to be utilized per this Agreement, is depicted in Appendix 4 of this Agreement.

Section 6: Period of Assistance

- A. The period of assistance will be the period of time beginning with the departure of any personnel or equipment of the Responding Utility, per the Responding Utility's work rules, for the purpose of traveling to a Requesting Utility in order to provide assistance, or to a staging area in preparation for providing assistance (this would include any request for the Responding Utility to organize its workforce and prepare equipment for travel to the Requesting Utility's location but to await further instructions before departing). The period of assistance will end upon the return of all personnel and equipment of the Responding Utility.
- B. To the extent possible, the Requesting and Responding Utilities should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the Requesting and Responding Utilities should agree on the process for replacing or providing extra rest for the Responding Utility's employees.

Section 7: Work Rules

- A. It will be the responsibility of all Participating Utilities to maintain their own work rules. Work rules depict a utility's requirements for rest, travel, lodging, and any special considerations.
- B. It is the Requesting Utility's responsibility to request the Responding Utility's work rules and any other special instructions or considerations.

Section 8: Work Hours

- A. The Requesting Utility shall prescribe the number of hours worked; however, it is recommended no employee work more than 16 hours in a 24-hour period.
- B. Under situations of prolonged duration, traveling management of the Responding Utility shall have the prerogative of cutting back hours of work if, in their judgment, it is necessary for the health, safety, and welfare of the crews.
- C. Normal deployment periods would be considered 14 work days before rotating in new crews.

Section 9: Response/Recall

- A. In the event Responding Utility must terminate the assistance and recall employees, contractors and/or equipment, the Requesting Utility will take the necessary action to release such employees, contractors and/or equipment promptly.

Section 10: Lodging/Meals

- A. Unless otherwise agreed to by the Participating Utilities, Requesting Utility shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Utility shall normally be responsible for arranging lodging and meals en route to the Requesting Utility and for the return trip home. The cost of these in transit expenses will be covered by the Requesting Utility.
- B. Personnel of the same gender, other than management and the General Foreman, of Responding Utility will be expected to share one hotel room with two double beds.
- C. Each Participating Utility should have a meal and lodging policy in-place prior to the need for response under this SAA.

Section 11: Safety

- A. Safety briefings shall be conducted and documented prior to any work being performed. These briefings shall also include the discussion of any Personal Protective Equipment (PPE) limitations the Responding Utility may have, and the resulting limits to the Responding Utility's work capabilities during the related response event.
- B. Responding Utility's safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Utility's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Utilities.
- C. Any accident, injury, or near-miss (hereafter "incident") occurring while work is being performed under this SAA shall be reported by all parties involved to the management of the Requesting Utility. Management shall be responsible for initiating an investigation process of the incident to ascertain the pertinent facts detailing the incident. The incident investigation shall be conducted by qualified person or persons selected by the management of each of the Utilities providing or receiving assistance at the time of the incident.

Section 12: Invoicing

- A. Requesting Utility shall reimburse Responding Utility for all costs and expenses incurred by Responding Utility as a result of furnishing assistance. Responding Utility shall furnish documentation of expenses to Requesting Utility. Such costs and expenses shall include, but not be limited to, the following:

1. Employees' wages and salaries for paid time spent in Requesting Utility's service area and paid time during travel to and from such service area, plus Responding Utility's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, worker's compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation.
 2. Equipment costs incurred in response to the request for assistance.
 3. Employee travel and living expenses (meals, lodging, and reasonable incidentals). This does not include expenses that are not valid or reimbursable, such as tobacco, alcohol, or hotel room movie rental.
 4. Replacement cost of materials and supplies expended or furnished.
 5. Administrative and general costs, which are properly allocable to the emergency assistance, to the extent such costs are not chargeable pursuant to other sections of this agreement.
- B. Responding Utility will make every effort to render an invoice no later than 180 days following the period of assistance.
- C. Requesting Utility shall pay all non-disputed costs and expenses of Responding Utility within 60 days after receiving an invoice.
- D. If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Utilities shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

Section 13: Insurance

- A. The Participating Utilities shall carry and determine for itself what kinds of insurance, and in what amounts, it shall carry.
- B. 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 may enjoy.
- C. Proof of insurance shall be provided by the Responding Utility to the Requesting Utility.
- D. The Responding Utility is responsible for verifying that its insurance coverage includes work performed in the Requesting Utility's territory (i.e. Missouri).
- E. The Participating Utilities shall maintain appropriate insurance for:
1. Appropriate general liability insurance.
 2. Any equipment, which may be used in providing assistance to a Requesting Utility.

3. Employee faulty workmanship and other negligent acts, errors, or omissions.
4. Meeting the indemnity conditions provided in this agreement.
5. Worker's compensation coverage.

Section 14: Indemnification

- A. Requesting Utility shall indemnify, hold harmless and defend the Responding Utility from and against any and all liability for loss, damage, cost or expense which Responding Utility may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Utility except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Utility.
- B. Where payments are made by the Responding Utility under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Utility shall reimburse the Responding Utility for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Utility.
- C. In the event any claim or demand is made or suit or action is filed against Responding Utility alleging liability for which Requesting Utility shall indemnify and hold harmless Responding Utility under the paragraph above, Responding Utility shall promptly notify Requesting Utility thereof, and Requesting Utility, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Utility shall cooperate with Requesting Utility's reasonable efforts to investigate, defend and settle the claim or lawsuit.

Section 15: Amendments

- A. This SAA may be amended, added to, or deleted from at any time by majority vote of the KEUTF Members.
- B. If an amendment to this SAA is agreed upon, all Participating Utilities shall be notified within 10 business days of the amendment decision. This notification shall include a red-line and clean copy of the SAA, and can be distributed via e-mail.

Section 16: Termination of Agreement

- A. This agreement may be terminated at any time by a Participating Utility by providing written notice to the Participating Utility's representative member of the KEUTF.

Revised June 15, 2015

This agreement is entered into this _____ day of _____, 2015, by:

Utility Name

Utility Street Address

Utility City, State, Zip Code

Authorized Signature & Title

Printed Name & Title

Revised June 15, 2015

Appendix 1 – Participating Utilities

Appendix 2 – Labor Classifications

The below classifications involve skilled workers who have been previously classified by the Participating Utility:

- Journeyman Linemen – Possess the required knowledge, skill and physical ability to perform any work which they may be called upon to do on the Requesting Utility's transmission and distribution lines. Experience with other companies shall be considered in computing his/her time at the trade.
- Hot Apprentices – Apprentices who have reached a level of expertise where they can be in the primary service under the direct supervision of a journeyman lineman.
- Cold Apprentices – Apprentices who are allowed to perform non-energized electrical work under the direct supervision of a Journeyman Lineman.
- Equipment Operators – Individuals who accompany requested equipment and are deemed certified to operate such equipment.
- Groundman – Individuals who do not meet the classification of Apprentice or Journeyman lineman.
- Mechanics – The Mechanic is responsible for repairing and maintaining equipment on a project. They will work on site, in a yard and with vendors to make sure equipment is working properly and up to current inspection dates.
- Safety Representatives - The safety representative shall be responsible for documentation, training and distribution of safety material among field personnel and management. They shall also work with the field personnel through audits and field observations to make sure standard safe work practices are being followed. In the event safe work practices are not being followed they will be reported through the appropriate supervisory structure.
- Damage Assessment Team – Individuals assigned to perform preliminary damage assessments.
- Response Coordinators - Individuals that coordinate the response to an emergency and may or may not be onsite.
- Non-Journeyman Linemen - Workers designated by the Participating Utility that may not be qualified as journeyman linemen but who have responsibilities for a narrower scope of electric line work.

Appendix 3 – Equipment

Name:

- Digger Derrick
- Fault Detection Equipment
- Fuel Tank, Propane, Portable
- Fuel Tank, Diesel, Portable
- Fuel Tank, Gasoline, Portable
- Fuel Tank, Other, Portable
- Generator

- Hand Tools
- Line Locator
- Overhead conductor
- Personal Protective Equipment (PPE)

- Pole
- Right of Way/Backyard Machine
- Substation – Primary, Mobile
- Substation - Secondary, Mobile
- Transformer
- Truck, Aerial (bucket)

- Trailer, Hot Line
- Trailer, Line Reel
- Trailer, Pole
- Underground conductor

Purpose:

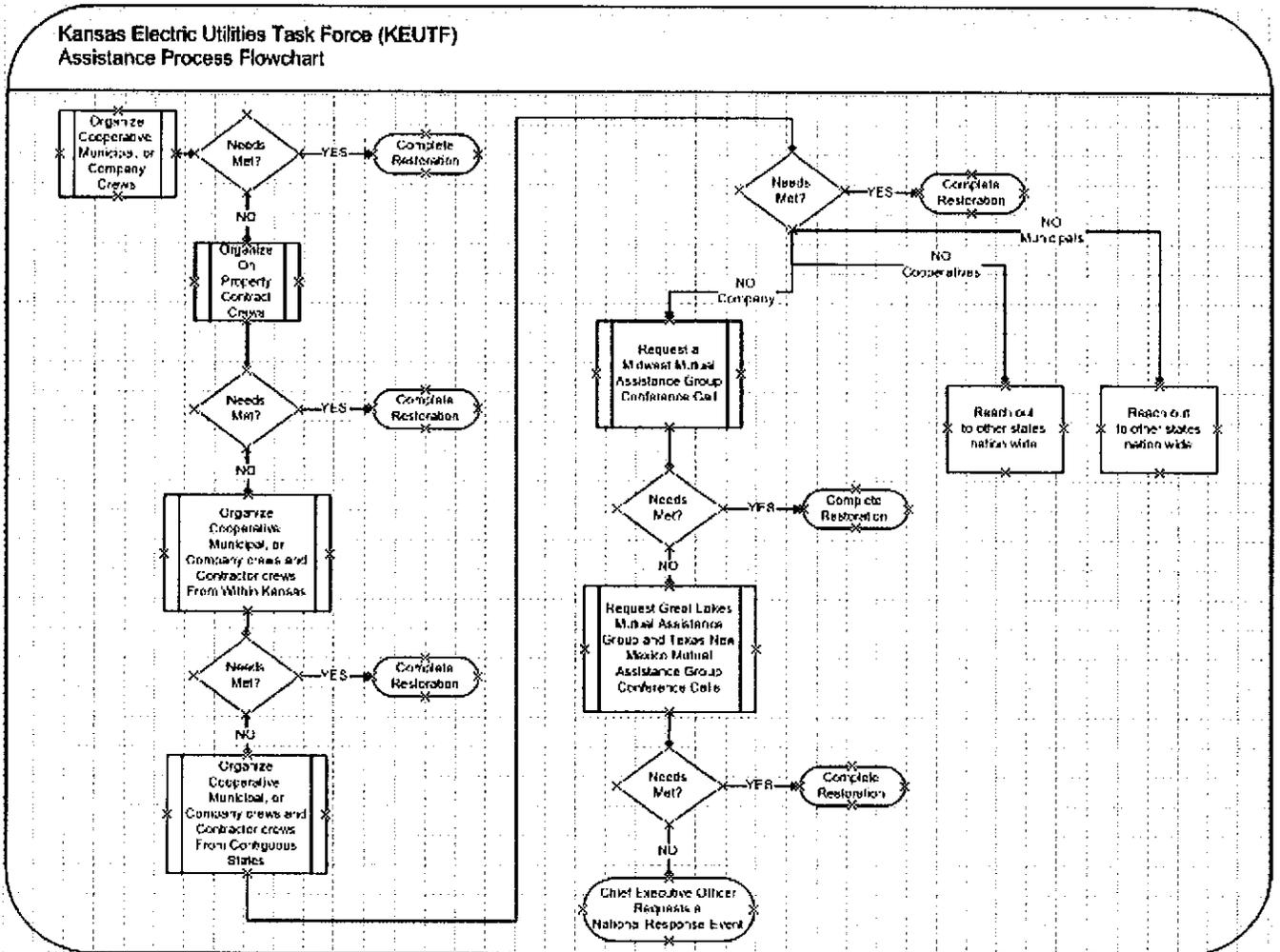
- Used to dig and set electric power poles
- Used to detect electric faults
- Transportable container for propane fuel
- Transportable container for diesel fuel
- Transportable container for gasoline fuel
- Transportable container for other fuel types
- Provides an alternate power source during restoration

- Tools used for electrical work
- Device used to locate underground electrical lines
- Devices used on cross arms to conduct electricity
- Protective clothing and equipment of current regulatory standards

- Electrical power pole
- Assists with reaching remote areas
- Portable station for primary electrical power
- Portable station for secondary electrical power
- Used for electrical distribution
- Used for aerial operations, material handling/man lift

- Trailer for electrical hot line work
- Trailer for carrying electrical line reels
- Trailer for carrying electrical power poles
- Conductors for electrical line underground

Appendix 4 – Call-Out Flowchart



FROM: Jim Kaup

TO: Ottawa City Commission

RE: Annexation Program Update

DATE: February 1, 2016

Since the time of the January 4, 2016 Commission study session the following work has been done in furtherance of the annexation program:

1. Identification of properties which are expected to be recommended to the City Commission for the first round of annexations. There are approximately 20 of these properties. Some include property such as new industrial park parcels that are owned by the city, very simple to annex, but needs to be done. The rest are scattered across the city's boundary lines, i.e. they are not clustered in any one area. They were selected partly on the basis of their location and partly upon the legal authority the City has to annex these properties unilaterally and without consent of the owners.
2. Development of an approach that will be recommended to the City Commission whereby property owners will be contacted with a request to give consent to annexation. Commencement of the procedures for a nonconsented-to annexation would not occur until such a request is made and response given. A draft letter requesting consent has been prepared.
3. Development of a template for service extension plans (SEPs) which are required in all nonconsented-to annexations. Information specific to the annexation of a particular property will be inserted into the template, in order to meet all state law requirements for SEPs.
4. Identification of actions the City can take to supplement its annexation authority and annexation program. These actions will be discussed in detail with the Commission, at a date and time convenient to the Commission. The purpose is to identify what legal authority is available for the City to use to protect its interests in those portions of the Urban Growth Area where annexation is unlikely to occur by July 1, 2016, or even later, due to limitations on the City's annexation authority under state law.