



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 Agenda
FROM: Richard U. Nienstedt, City Manager

A Study Session is scheduled for **May 2, 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. Proclamation Declaring May 2016 as Community Action Month *Pg. 3*
- b. Kansas Municipal Energy Agency (KMEA) Transmission Letter of Understanding for Marshall Wind Farm - Dennis Tharp *Pg. 4*
- c. Firm Electric Service Contract with KMEA for Western Area Power Administration (WAPA) Allocation - Dennis Tharp *Pgs. 5-36*
- d. Approval to Allow Citycode Financial to *Rearrange* the Article of the Table of Contents for Chapter 5 of Municipal Code- Carolyn Snethen *Pgs. 37-40*
- e. Conditional Use Permit for 419 S. Main - Wynndee Lee *Pgs. 41-47*
- f. Amendments for Zoning Regulations - Wynndee Lee *Pgs. 48-69*

III. Items for Presentation and Discussion

- a. City Manager's Report
 - Dev Proc Policy Manual and Standard Details
 - Second Street Waterline Update (Dennis Tharp)
 - Flooding / Logjam (Michael Haeffele)
 - Rock Creek Business Development Park
 - May 6, 2016 City Commission Meeting
- b. Commissioner's Reports
- c. Mayor's Report

IV. Announcements

- May 6, 2016 Special Call **Regular** Meeting for Date & Location Change, 10:00 am, Neosho County Community College, 900 E. Logan
- May 9, 2016 Commission & City Staff Active Shooter Training, Municipal Court
- May 9, 2016 Study Session, 4:00 pm, City Hall
- May 11, 2016 Annual Memorial Service for Police Week, 6:00 pm, Faith Lutheran Church
- May 16, 2016 Commission & City Staff Active Shooter Training, Municipal Court
- May 16, 2016 Study Session, 4:00 pm, City Hall
- May 18, 2016 Commission Photo, 9:15 am, City Hall
- May 18, 2016 **Regular** Meeting, 9:30 am, City Hall
- May 18, 2016 Special Call City/County Commission Joint Meeting, 10:15 am, City Hall
- May 18, 2016 Joint City/County/USD 290 Luncheon, 12:00 pm, City Hall

V. Adjourn

Motion: _____ Second: _____ Time: _____

VI. Items Already Placed

- a. Appointment of Milton Scott to Airport Advisory Board (consent agenda)
- b. Reappointments of City Board and Commission Members (consent agenda)
- c. Approval of KDOT Federal Funds Exchange for 2016
- d. Approval of 2016-2020 Capital Improvement Plan
- e. Minutes for April 18, 2016 Study Session and April 20, 2016 Regular Meeting



PROCLAMATION



WHEREAS, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

WHEREAS, the East Central Kansas Economic Opportunity Corporation (ECKAN) was established in 1966; and

WHEREAS, ECKAN is now celebrating a remarkable 50 year history of working towards the common good in the City of Ottawa; and

WHEREAS, ECKAN has a rich history in the City of Ottawa of acting as a catalyst in establishing innovative programs and services such as Meals on Wheels, public transportation for the elderly and low-income populations, community gardens and the Christmas Bureau; and

WHEREAS, Community Action Agencies are needed as major participants in the reform of the welfare system as we know it; and

WHEREAS, individuals and families on limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and

WHEREAS, the poverty rate in Franklin County is 13.1%; and

WHEREAS, there are 3,371 individuals that meet the federal poverty guidelines; and

WHEREAS, Kansas and the entire United States must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance; and

WHEREAS, the City of Ottawa and ECKAN have worked together to meet the needs of our most vulnerable citizens; and

THEREFORE, we, the Governing Body of the City of Ottawa, Kansas do hereby proclaim the month of May 2016 to be

COMMUNITY ACTION MONTH

in the City of Ottawa, Kansas in recognition of the hard work and dedication of Kansas Community Action Agencies.

SIGNED this 6th day of May 2016.

Sara Caylor, Mayor

Dear Dennis:

The City of Ottawa, Kansas (the "City") has requested the Kansas Municipal Energy Agency (KMEA) to obtain commercially reasonable transmission for the Marshall Wind Farm Project. The City has provided KMEA with a Request for SPP Transmission Study to begin the process with SPP for a study of the available transmission for such power supply. In requesting KMEA commence the study for transmission, the City acknowledges that the City will be responsible for all costs incurred during the SPP Transmission Study. KMEA will pass through all costs incurred during the SPP Transmission Study directly to the City.

This letter will confirm the City's understanding that the City will reimburse KMEA for the City's allocable share of the SPP transmission study costs incurred relating to the delivery of the power supply to the City.

KMEA would appreciate your confirmation of this understanding by executing and returning one of the duplicate originals of this letter to the undersigned.

Sincerely,

Neil Rowland
Director, Transmission and Security

AGREED AND ACCEPTED:

City of Ottawa, Kansas

By: _____
Mayor

SEAL

ATTEST:

By: _____
City Clerk



6300 West 95th Street
Overland Park, Kansas 66212-1431
office: 913.677.2884
fax: 913.677.0804

April 8, 2016

Dear KMEA WAPA Participants:

Your current Firm Electric Service (FES) Contract with KMEA for your Western Area Power Administration (WAPA) allocation is scheduled to expire on September 30, 2024. In order to provide continued service after your current contract expires, all KMEA WAPA participants executed a FES Allocation Assignment Agreement in 2015 which will provide your City a 30 year extension through September 30, 2054. The Assignment Agreements between your City, KMEA, and WAPA will become Exhibit D within your Hydro Pooling Agreement.

Included are (2) two agreements between KMEA and your City which will formally finalize and extend your WAPA allocation through 2054. At your earliest convenience, **please execute two originals of the enclosed agreements and mail them to KMEA.** Once KMEA receives the originals from all the WAPA participants, KMEA will execute the agreements and return one original to your City, which will include the fully executed agreement between KMEA & WAPA, Exhibit E in your agreement. Please note that Exhibit E is not included in your package.

Within the next few days, KMEA will electronically send a non-executed version of Exhibit E, to your City.

Please let us know if you have any questions.

Regards,

A handwritten signature in blue ink that reads 'Paul Mahlberg'. The signature is written in a cursive, flowing style.

Paul Mahlberg, KMEA
General Manager

**HYDRO POWER POOLING CONTRACT
(LOVELAND AREA PROJECTS)**

BETWEEN

KANSAS MUNICIPAL ENERGY AGENCY

AND

CITY OF OTTAWA, KANSAS

DATED AS OF _____

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	Definitions	3
2	Effective Date; Termination	5
3	Delivery Points	6
4	Pooling of Hydro Entitlements	6
5	Scheduling Agent.....	7
6	Rates and Charges	7
7	Payment of Bills	9
8	Default in Payment by a Participant	9
9	Other Default	10
10	Uncontrollable Force	10
11	Records and Accounts	10
12	Information	10
13	Amendment	10
14	Relationship to, and Compliance with Other Instruments	11
15	Assignment	11
16	Notices	11
17	Waivers	11
18	Severability	11
19	Applicable Law	12
	Execution Signatures	13-14

Exhibit A – KMEA Participants' Hydro Entitlement

Exhibit B – Class A Participants' Combined Hydro Entitlements (CROD & Energy)

Exhibit C – Formula to Allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Exhibit D – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement

Exhibit E – Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration, Rocky Mountain Region (Loveland Area Projects) and KMEA for firm electric service

Exhibit F – Points of Delivery

Exhibit G – City's Hydro Entitlement

**HYDRO POWER POOLING CONTRACT
(LOVELAND AREA PROJECTS)
BETWEEN
KANSAS MUNICIPAL ENERGY AGENCY
AND
CITY OF OTTAWA, KANSAS**

THIS **HYDRO POWER POOLING CONTRACT (LOVELAND AREA PROJECTS)** is made as of the ____ day of _____, 20__, by and between the **KANSAS MUNICIPAL ENERGY AGENCY**, a Kansas municipal energy agency, acting as the Participants' agent ("KMEA"), and the **CITY OF OTTAWA, KANSAS**, a Kansas municipal corporation (the "City").

WHEREAS, pursuant to the Act, as defined herein, KMEA is empowered to make and enter into any contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under the Act, including contracts for the purchase, sale, transmission or exchange of power and other energy with the United States or with other energy systems, either privately, cooperatively or publicly owned; and

WHEREAS, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City pursuant to the hereinafter defined Marketing Plan; and

WHEREAS, KMEA will execute the Power Sales Contract, with Western, under which KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

WHEREAS, in order to effect deliveries of hydroelectric power and energy from the transmission system of Western to the transmission systems of SEC, MWE, KCPL, WESTAR and MKEC for ultimate use by the Participants, it is necessary to utilize certain transmission facilities owned and operated or controlled by SEC, NPPD or any other Transmission Provider and interconnections established and maintained by SEC, NPPD or any other Transmission Provider and Western pursuant to a firm transmission service contract in conjunction with the Power Sales Contract, and the hereinafter-defined Pooling Contracts; and

WHEREAS, to implement this administrative, coordinating and pooling process, KMEA will enter into a Hydro Power Pooling Contract with each of the Participants, including this Pooling Contract with the City, under the terms of which certain Class A Participants have been provided the opportunity (as illustrated by *Exhibit C* hereto) to utilize not only their individual Hydro Entitlements but also to share in the Assigned Hydro Entitlements (as defined herein) of the Class B Participants which cannot economically or practically utilize their Hydro Entitlements; and the Class B Participants will, under the terms of their respective Pooling Contracts with KMEA, agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool (as hereinafter defined) and to the use of the Class A Participants in consideration of the creation of the Class B Participants Escrow Fund as hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually contract and agree as follows:

Section 1. Definitions. In addition to the definitions contained in the Power Sales Contract, which are incorporated herein by reference, as used herein and in the Exhibits attached hereto, the terms set forth below shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa, and definitions and other terms importing persons shall include firms, associations, corporations, districts, agencies and bodies.

"Act" means K.S.A. 12-885 through K.S.A. 12-8,111, inclusive, as amended.

"Assigned Hydro Entitlements" means the Hydro Entitlements originally allocated to Class B Participants, and which are temporarily assigned by such Class B Participants to the KMEA Hydro Power Pool.

"Bank" means a trustee bank, authorized to do business in the State of Kansas, as designated by KMEA pursuant to *Section 6* hereof.

"Capacity Charge" means, at any given time, the Capacity Charge then specified in Western's Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"City" means the City of Ottawa, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and which is initially designated as a Class C Participant hereunder.

"Class A Participants" means certain municipal corporations of Kansas which have Hydro Entitlements and which will utilize such Hydro Entitlements and which may also utilize Assigned Hydro Entitlements assigned by Class B Participants.

"Class B Participants" means certain municipal corporations of Kansas which have Hydro Entitlements which will not be immediately utilized and which may allow such Hydro Entitlements (i.e., the Assigned Hydro Entitlements) to be used by Class A Participants.

"Class B Participants Escrow Agreement" means the escrow agreement, as amended from time to time, between a Bank, KMEA and Class B Participants, referred to in *Section 6* herein.

"Class B Participants Escrow Fund" means that certain escrow fund created pursuant to the KMEA Class B Participants Escrow Agreement.

"Class C Participants" means Class B Participants which have determined to utilize their Hydro Entitlements pursuant to *Section 4(d)* hereof.

"Combined Hydro Entitlement" means the sum of a particular Class A Participant's Hydro Entitlement plus its reservation (if any) of a portion of the Assigned Hydro Entitlements of the Class B Participants, as summarized on *Exhibit B* to this Pooling Contract. Combined Hydro Entitlements are calculated by using the figures and formula set forth on *Exhibit C* hereto, and adding to the product of the formula the Hydro Entitlement of the Class A Participant.

"Commission" means the Corporation Commission of the State of Kansas.

"Contract Rate of Delivery" (CROD) means the maximum amount of capacity KMEA is entitled to receive in each Summer Season and each Winter Season as set forth in *Exhibits A and D* of the Power Sales Contract.

"Contract Year" means the twelve (12) month calendar period from October 1 of any year through September 30 of the subsequent year; *provided, however*, that the first Contract Year shall begin on the effective date of the Pooling Contracts and the Power Sales Contract, and shall end on the next succeeding September 30.

"Delivery Points" means the locations set forth on *Exhibit A* to the Power Sales Contract and *Exhibit E* to this Pooling Contract for transmission to, and use by, the Class A and Class C Participants.

"Energy Charge" means, at any given time, the Energy Charge specified in the then-effective Western Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"Hydro Energy" means the allocated hydroelectric energy to be made available by Western and to be purchased and received by KMEA during each Contract Year as set forth on *Exhibits A and D* to the Power Sales Contract.

"Hydro Entitlements" means the allocations by Western to the individual Participants of hydroelectric power and energy as set forth on *Exhibits A and B* to this Pooling Contract and made a part hereof.

"Hydro Power" means the sum of the Hydro Entitlements of the Participants as set forth on *Exhibits A and B* hereto and to which the per-kilowatt Capacity Charge shall apply.

"Hydro Power Pool" means the conglomeration of Class A Participants, Class B Participants and Class C Participants and their respective Hydro Entitlements and Combined Hydro Entitlements and other agreements and obligations under and pursuant to the Pooling Contracts.

"KCPL" means Kansas City Power & Light Company, its successors and assigns.

"KMEA" means Kansas Municipal Energy Agency, its successors and assigns, acting hereunder as the Participants' agent, in accordance with and pursuant to the Act.

"LAO Power Project" means the projects described in the Power Sales Contract and the Pooling Contracts administered by KMEA.

"Marketing Initiative" means Western's LAP Final 2025 Power Marketing Initiative (2025 PMI) published in the Federal Register on December 30, 2013 (78 FR 79444), as administered by Western's Loveland Area office.

"MKEC" means Mid-Kansas Electric Company, LLC, its successors and assigns.

"Month" means a calendar month.

"Monthly Capacity" means the monthly firm capacity Western is committed to supply and KMEA is entitled to receive under the Power Sales Contract based upon KMEA's seasonal capacity entitlements.

"Monthly Energy" means the quantity of monthly firm energy, expressed in kilowatt hours, Western is committed to supply under the Power Sales Contract based upon KMEA's seasonal energy allocations.

"MWE" means Midwest Energy, Inc., its successors and assigns.

"NPPD" means Nebraska Public Power District, its successors and assigns.

"Participants" means the collective Class A Participants, Class B Participants and Class C Participants, including the City.

"Pooling Contract" means this Hydro Power Pooling Contract (Loveland Area Projects).

"Pooling Contracts" means the Hydro Power Pooling Contracts (Loveland Area Projects), including this Pooling Contract, between KMEA and the individual Participants.

"Power Sales Contract" means Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration (Loveland Area Projects) and KMEA for firm electric service, attached hereto as *Exhibit E*.

"SEC" means Sunflower Electric Power Corporation, its successors and assigns.

"Support Energy" means non-federal energy purchased from Western on a pass-through cost basis at KMEA's request as set forth in *Section 9* of the Power Sales Contract.

"Transmission Provider" means any FERC-recognized entity authorized to provide transmission-related services.

"Uncontrollable Force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, any action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or the occurrence of any disruption in transmission, either actual or threatened, by a Transmission Provider, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission's Uniform System of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

"WESTAR" means Westar Energy, Inc., its successors and assigns.

"Western" means the Western Area Power Administration of the United States Department of Energy.

"Working Capital Payment" means the total amount required to be paid by Class A Participants under the provisions of *Section 6(c)* of this Pooling Contract, as may be adjusted from time to time by KMEA, all in accordance with *Section 6* of this Pooling Contract.

Section 2. Effective Dates; Termination. In accordance with *Section 15* of the Power Sales Contract, each Participant hereby agrees, upon execution hereof, to immediately develop and implement the plan required by *Section 15* of the Power Sales Contract. KMEA agrees to aid with data collection plan formulation and submittal on behalf of the Participants. All other provisions of this Pooling Contract shall become effective as of the date when Hydro Power becomes available under the Power Sales Contract. This Pooling Contract shall continue in force and effect until midnight, September 30, 2054, or for such longer or extended period as shall be mutually agreed, unless otherwise terminated at an earlier date pursuant to *Section 8* hereof.

Section 3. Delivery Points.

(a) The nominal Delivery Points for Hydro Power, Hydro Energy and Support Energy sold, delivered and received under the Pooling Contracts shall be as set forth on *Exhibit F* hereto.

(b) Each Participant understands and agrees that KMEA's obligation under the Pooling Contracts is satisfied with delivery of Hydro Power, Hydro Energy and Support Energy at the Delivery Points, and that the individual Participants are responsible for the transmission study costs and any associated transmission upgrade costs to facilitate the delivery of Hydro Power. KMEA is responsible for arranging the transmission of such purchased and received power and energy from the Delivery Points to the City's system; provided, however, the Participants' rights and responsibilities are subject to the provisions of the Power Sales Contract.

Section 4. Pooling of Hydro Entitlements.

(a) The Participants (including the City) agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool. The Class A Participants shall thereafter have, during each Month, contractual rights to receive their original Hydro Entitlements, and shall pay for the same in accordance herewith, and to reserve, receive and pay for the portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), all as set forth on *Exhibit B* hereto and made a part hereof. If any Class A Participant shall thereafter desire to relinquish any Assigned Hydro Entitlements which it is entitled to receive, such Class A Participant shall so notify KMEA, in writing, at least ten (10) months in advance of October 1 of the Contract Year to which such relinquishment is to apply. In the event of any such desired relinquishment by a Class A Participant, KMEA shall first offer to transfer the relinquished part of such Assigned Hydro Entitlement to other Class A Participants (1) based upon the other Class A Participants' Combined Hydro Entitlements, and (2) by utilizing the formula set forth on *Exhibit C* hereto. The Class A Participants which have decided not to reserve, receive and pay for any portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), as indicated on *Exhibit B* hereto, shall not be eligible to receive such Assigned Hydro Entitlements until after all other Class A Participants decline the initial offer thereof made by KMEA under this subsection (a). Any Assigned Hydro Entitlements which are declined by the eligible Class A Participants shall thereafter be reoffered to all remaining Class A Participants, by using the formula set forth on *Exhibit C* hereto (including the reoffered, relinquished part of any "Total Class B Participants' Allocations"); *provided, however*, that the "Additional Power Request" (as set forth on *Exhibit C* hereto) of a previously ineligible Class A Participant may not exceed the relinquished part of the Assigned Hydro Entitlement which has been so reoffered to the Class A Participants. Such reoffering shall be repeated until such Assigned Hydro Entitlement has been accepted and reserved in full or until all Class A Participants have declined to take any additional portion of such Assigned Hydro Entitlement. If after such reoffering, Assigned Hydro Entitlements have not been accepted and reserved in full, KMEA shall thereafter offer such remaining Assigned Hydro Entitlements to any Class C Participants in the same manner set forth above. Notwithstanding any provision contained herein, the Class A Participant desiring to relinquish any Assigned Hydro Entitlements shall remain liable for payment therefor, except that the obligation of such Class A Participant to pay KMEA shall be reduced to the extent that payments shall be received by KMEA for all or any part of such Assigned Hydro Entitlements which are voluntarily accepted by and transferred to other Class A or Class C Participants pursuant to this subsection (a). Further notwithstanding any provision contained herein (including the formula set forth on *Exhibit C* hereto), KMEA may, by consent of all Participants, transfer any relinquished part of the Assigned Hydro Entitlement in a manner other than as provided herein.

(b) The Assigned Hydro Entitlements which have been transferred to other Class A Participants pursuant to subsection (a) above shall become a part of and shall be added to the Combined Hydro Entitlement of each Class A Participant accepting such Assigned Hydro Entitlement.

(c) The parties hereto expressly understand that, pursuant to the Power Sales Contract, Western has the sole right to allocate, reduce, reallocate or otherwise transfer, assign or dispose of any and all quantities of Hydro Power and Hydro Energy made available to KMEA, acting as agent for the Participants, including Combined Hydro Entitlements of Class A Participants which are unable to arrange transmission from the Delivery Points to the Participant's system.

(d) In the event that a Class B Participant desires to utilize its Hydro Entitlement (which it has theretofore temporarily assigned to the KMEA Hydro Power Pool as set forth herein), such Class B Participant shall so notify KMEA, in writing, at least eighteen (18) months in advance of the date (which shall be the first day of a Month) to which such desired utilization is to apply. Such Participant shall thereupon be deemed a Class C Participant for purposes of this Pooling Contract. Any reduction in the Class A Participants' Combined Hydro Entitlements, resulting from a Class B Participant's utilization, as set forth in this subsection, shall be determined and applied to the Class A Participants pro rata by utilizing the formula set forth on *Exhibit C* hereto. Such Class C Participant, upon notification from KMEA, shall be obligated to make payments as specified in *Section 6(a) and (c)* of its Pooling Contract.

(e) Western will provide to the extent it is able to do so, at KMEA's request, Support Energy on a pass-through basis in accordance with *Section 9* of the Power Sales Contract. In order to be eligible for such Support Energy, Class A and Class C Participants shall notify KMEA of their respective intentions to purchase Support Energy and shall, if required by KMEA, enter into a written agreement therefor, *provided*, that such Class A and Class C Participant's purchase of Support Energy, together with such Class A and Class C Participant's purchase of Hydro Energy shall not exceed such Class A and Class C Participant's Combined Hydro Entitlement in any single hour period.

Section 5. Scheduling Agent.

KMEA shall act as Scheduling Agent in scheduling the quantities of Hydro Energy and Support Energy purchased by KMEA on behalf of the Participants during each Contract Year.

Section 6. Rates and Charges.

(a) The rates to be paid by the Class A Participants for Hydro Power, Hydro Energy and Support Energy shall consist of the Capacity Charge, the Energy Charge and any other applicable charges specified in, and assessed by Western against KMEA on behalf of the Participants pursuant to, Western's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Power. The quantities of Hydro Energy and Support Energy (if any) furnished to any Class A Participant under its Pooling Contract during any Month shall, for billing purposes, be considered to be the quantities of Hydro Energy and Support Energy (if any) scheduled by KMEA at the Delivery Points under such Pooling Contract during such Month. KMEA shall provide to all Participants timely notification of any revisions in such rates and/or terms and conditions of Western in providing such services, by mailing a copy of the revised Western Rate Schedule to each Participant. KMEA shall appoint the Bank, in accordance with the terms hereof, which shall be a corporation with trust powers authorized to do business in the State of Kansas, and organized under the banking laws of the United States or the State of Kansas and shall have at the time of appointment capital and surplus of not less than \$5,000,000. The Bank may resign or may be removed by KMEA in the same manner and subject to

the provisions relating to the Escrow Trustee as set forth in *Section 15* of the KMEA Class B Participants Escrow Agreement.

(b) In addition to the charges set for in *Section 6(a)*, each Class A Participant shall be required to pay each Month, (1) a monthly assessment based on the annual budgeted administrative expenses of KMEA attributed to the LAO Power Project (subject to change in accordance with KMEA's subsequent overall annual budgets during the term of the Pooling Contracts), based upon each Class A Participant's Combined Hydro Entitlement, plus (2) a ten percent (10%) surcharge on the Assigned Hydro Entitlements received by such Class A Participant, plus (3) all related transmission costs, study costs, fees and security deposits.

(c) Each Class A Participant shall pay its respective Working Capital Payment as notified by KMEA, taking into account all items specified in subsections (a) and (b) of this *Section 6*. In computing such Working Capital Payment, the amount of Hydro Power shall be determined by reference to the Class A Participant's Combined Hydro Entitlement; the amount of Hydro Energy shall be determined by using the maximum Monthly delivery rate set forth in *Exhibit C* hereto; the amount of Support Energy shall be an estimated maximum delivery rate as determined by KMEA; and the administrative expenses shall be in accordance with subsection (b) of this *Section 6*. The Working Capital Payments by the Class A Participants, as required by this *Section 6(c)*, shall be made into a separate trust account, designated as the KMEA LAO Power Project Account at the Bank; to be established by KMEA prior to the date when payments into such trust account become due, and such moneys shall constitute and be collectively utilized as cash working capital for the KMEA Hydro Power Pool as may be utilized for any lawful purpose contemplated in the LAO Power Project. Any investment income earned by the Bank on such cash working capital and any funds remaining in the KMEA LAO Power Project Account shall be annually credited pro rata to the Class A Participants based upon the respective ratios which each Class A Participant's contribution to such cash working capital bears to the total contributions thereto of all Class A Participants. KMEA may adjust the amount of Working Capital Payments from time to time to reflect any lawful costs of KMEA and shall notify Class A Participants of any such adjustment no later than twenty (20) days before such adjusted Working Capital Payment is due.

(d) KMEA may charge the Class B Participants Escrow Fund: (1) an annual administrative assessment in an amount based on KMEA's annual budget requirements; plus (2) all administrative expenses incurred in connection with the administration of the KMEA Class B Participants Escrow Agreement. Such charges may include advances made by KMEA to establish and maintain the Class B Participants Escrow Fund prior to the initial deposit of moneys into said Class B Participants Escrow Fund.

(e) KMEA shall transfer, on an annual calendar year basis, within thirty (30) days after completion of KMEA's annual audit as required by *Section 11* hereof, an amount consisting of the 10% surcharge specified in subsection (b)(2) above, plus any and all investment income thereon, and such amount shall be deposited in the Class B Participants Escrow Fund and shall be administered in accordance with the terms and provisions of the KMEA Class B Participants Escrow Agreement.

Section 7. Payment of Bills.

(a) KMEA has established a Monthly schedule of billing which is based on and coordinated with the scheduling and delivery of, and billing by Western for, Hydro Power, Hydro Energy and Support Energy and other related charges under the Power Sales Contract. The Class A Participant City shall pay for Hydro Power, Hydro Energy and Support Energy and for other charges specified hereunder at the Bank within twenty (20) days after the bill therefor is mailed to the City; *provided, however*, that, if said payment due date is a Sunday or a legal holiday in the State of Kansas, the next following business day shall be the day on which such payment shall be due.

(b) KMEA shall collect reasonable and legally permissible delinquency and default charges, and shall devise and maintain a system of accounts and credits which will ensure that no Participant directly or indirectly derives a benefit from its own subsequent payment of a delinquent or defaulted amount. Remittances received by mail will be accepted without assessment of any late payment charge if the postmark indicates that the payment was mailed on or before the twentieth (20th) day after the date the bill was mailed.

(c) In the event that the City desires to dispute all or any part of a bill, the City shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify KMEA in writing of the ground(s) on which any amount in the bill is disputed and the total amount in dispute. The City will not be entitled to any adjustment on account of any disputed amount which is not brought to the attention of KMEA in the manner herein specified. Any proper adjustment shall be made for the time period for which it can be established that a billing error took place, but in no event shall the adjustment period extend beyond sixty (60) days prior to the date of the disputed bill.

Section 8. Default in Payment by a Participant.

(a) KMEA may, whenever any amount due from any Participant remains unpaid after the due date, take any steps available to it under applicable law to collect such amount.

(b) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) days after the due date, suspend the delivery of such Class A Participant's Assigned Hydro Entitlement until the amount due has been paid. During any such suspension, KMEA shall be entitled, and is hereby given the right, to offer pro rata (based upon Combined Hydro Entitlements) and dispose of such Class A Participant's Assigned Hydro Entitlement to the other non-defaulting Class A and Class C Participants, *provided, however*, that Class C Participants shall not be eligible to receive such Assigned Hydro Entitlements unless all other non-defaulting Class A Participants have theretofore refused such Assigned Hydro Entitlements. If all of the non-defaulting Class A and Class C Participants refuse such Assigned Hydro Entitlements, KMEA, in its sole discretion, may either (1) request Western to accept such Assigned Hydro Entitlements, or (2) require any or all of the non-defaulting Class A Participants to receive such Assigned Hydro Entitlements, up to such Participants' respective load limits.

(c) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) or more days after the due date, and after giving ten (10) days' advance notice in writing of its intention to do so, terminate the Class A Participant's right to its Assigned Hydro Entitlement, *provided, however*, that if such default is remedied within such ten (10) day notice period, the Class A Participant's right to its Assigned Hydro Entitlement shall not be terminated. If such Class A Participant fails to fully remedy such default and to otherwise pay all amounts due hereunder, as determined by KMEA, such Class A Participant shall be deemed to be in default hereunder and this

Pooling Contract shall be terminated. Upon such termination, such Class A Participant's Hydro Entitlement shall revert to Western and such Class A Participant's further entitlements, if any, shall be subject to action by Western, all in accordance with *Section 5.6* of the Power Sales Contract.

(d) Nothing herein shall be construed to relieve any Class A Participant from liability for payment for Hydro Power, Hydro Energy, Support Energy, or other services furnished hereunder.

(e) Upon any default by any Participant hereunder, KMEA shall promptly notify Western in writing of such default.

Section 9. Other Default. In the event of any default by KMEA or the City under any covenant, agreement or obligation of this Pooling Contract, the other party may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, or may file a complaint with the Commission, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Pooling Contract against the defaulting party; *provided, however*, that in no event shall the City be entitled to institute any action for, or to directly or indirectly recover, any damages from KMEA.

Section 10. Uncontrollable Force. If, by reason of any Uncontrollable Force, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Pooling Contract, other than the obligations of the City to make the payments required under the terms of this Pooling Contract, then, if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 11. Records and Accounts. KMEA shall keep accurate records and accounts of KMEA Hydro Power Pool operations in accordance with, or so as to permit conversion to, the Uniform System of Accounts. The City shall have the right, at any reasonable time, to examine such accounts at the principal office of KMEA. KMEA shall cause such accounts to be audited annually by a firm of independent certified public accountants, and shall supply copies of such audits to the City. KMEA shall keep a record of the Participants as set forth on *Exhibit A* hereto, and shall modify all other Exhibits attached hereto as needed and provide written copies of such modifications to the Participants and to Western. All parties hereto expressly agree that such modifications, resulting from changes in the designation of any Participant, shall not require the consent of all parties hereto, and shall not alter or amend the provisions hereof, *provided, however*, that KMEA may nonetheless require any Participant whose designation has changed to execute appropriate written instruments which may, *inter alia*, confirm such changes in Participant designation and ratify the provisions hereof.

Section 12. Information. KMEA and the City will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Pooling Contract, plus furnishing information requested by Western, and information required by the Marketing Initiative, and as may be otherwise reasonably necessary in the conduct of the operations of the party requesting such information.

Section 13. Amendment. Except as expressly provided herein, neither this Pooling Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing executed by each party to this Pooling Contract. KMEA may not amend the terms of any Pooling Contract without the express written consent of a majority of the Participants. The parties hereto agree to submit any proposed amendments or supplements to Western, which shall review such amendments or supplements for consistency with its Marketing Initiative and Reclamation laws.

Section 14. Relationship to and Compliance with Other Instruments.

(a) It is recognized by the parties hereto that KMEA must comply with the requirements of the Power Sales Contract, any firm transmission service contract, and of all necessary licenses, permits and regulatory approvals (including those of the Commission), and it is therefore agreed that this Pooling Contract is made subject to the terms and provisions of the Power Sales Contract, any firm transmission service contract, and all such licenses, permits and regulatory approvals. In this regard, and in recognition of the national and Western goals (1) to conserve and to promote conservation of domestic fossil fuels, (2) to reduce fuel imports, and (3) to develop solar and other renewal energy resources, KMEA has agreed under the terms of the Power Sales Contract, and the City hereby expressly agrees under this Pooling Contract to comply with the terms, conditions and provisions of the Power Sales Contract and the Marketing Initiative, as from time to time requested by Western, with respect to the parties' conservation activities.

(b) It is further the intent of KMEA and the Participants that the provisions of the Pooling Contracts be fully consistent with those of the Power Sales Contract and any firm transmission service contract; therefore, in the event of any inconsistency between the Pooling Contracts and any or all of the Power Sales Contract or any firm transmission service contract, the provisions of the Power Sales Contract or such firm transmission service contract shall be controlling.

(c) It is further expressly understood by the parties hereto that KMEA is acting hereunder, and with respect to the LAO Power Project, as the Participants' agent, in accordance with and subject to the provisions, conditions and limitations of the Act.

Section 15. Assignment. This Pooling Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto; *provided, however*, that neither this Pooling Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, (a) of the other party hereto, which consent shall not be unreasonably withheld, and (b) if and as necessary, of Western.

Section 16. Notices. Any notice, demand or request, required or authorized to be given by this Pooling Contract, shall be properly given if mailed, postage prepaid, to: (a) KMEA at 6300 W. 95th Street, Overland Park, KS 66212, Attention: General Manager, and (b) to the City at: 101 S. Hickory St. Ottawa, Kansas 66067, Attention: City Clerk. The foregoing addresses may be changed by similar notice at any time.

Section 17. Waivers.

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Pooling Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Pooling Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Pooling Contract, or the right of such party thereafter to enforce each and every provision hereof.

Section 18. Severability. In the event that any of the terms, covenants or conditions of this Pooling Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s)

or circumstance(s) by any court having jurisdiction, the remainder of this Pooling Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

Section 19. Applicable Law. This Pooling Contract shall be governed by, and be construed in accordance with, the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Hydro Power Pooling Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

KANSAS MUNICIPAL ENERGY AGENCY

(SEAL)

By _____
President

ATTEST:

By _____
Secretary

CITY OF OTTAWA, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		WINTER	SUMMER	WINTER	SUMMER
		(kW)		(kWh)	
Arcadia*	14-RMR-2574	60	60	99,369	108,703
Arma	14-RMR-2575	344	384	518,342	628,090
Ashland	14-RMR-2576	303	406	446,681	657,990
Baldwin City	14-RMR-2577	462	520	773,731	954,278
Belleville	14-RMR-2578	287	441	1,160,598	1,491,059
Beloit	14-RMR-2579	1,334	1,519	1,960,378	2,455,919
Burlingame	14-RMR-2580	254	280	425,455	510,807
Cawker City	14-RMR-2581	142	175	208,388	282,821
Centralia	14-RMR-2582	92	94	153,396	170,269
Chapman	14-RMR-2583	114	157	166,042	252,162
Cimarron	14-RMR-2584	744	950	1,118,377	1,554,727
Colby	14-RMR-2585	1,579	1,672	2,322,160	2,705,070
Dighton*	14-RMR-2586	308	335	517,108	611,814
Enterprise	14-RMR-2587	123	148	205,492	269,352
Eudora	14-RMR-2588	465	605	678,031	976,750
Garden City	14-RMR-2589	1,930	2,298	2,816,233	3,704,803
Gardner	14-RMR-2590	591	699	989,837	1,281,349
Garnett	14-RMR-2591	719	893	1,204,012	1,637,279
Glasco	14-RMR-2592	139	177	204,528	286,668
Glen Elder	14-RMR-2593	120	144	175,585	231,836
Goodland	14-RMR-2594	827	964	1,206,087	1,554,241
Herington*	14-RMR-2595	688	738	1,152,881	1,352,535
Hill City*	14-RMR-2596	478	573	799,780	1,051,437
Holton	14-RMR-2597	803	940	1,343,901	1,721,932
Horton	14-RMR-2598	213	268	311,218	431,662
Jetmore	14-RMR-2599	201	280	301,817	458,186
Lakin	15-RMR-2664	408	432	599,112	698,392
Lincoln	15-RMR-2665	166	408	243,118	660,876
Lindsborg	15-RMR-2666	685	897	1,007,202	1,452,580

Exhibit A

KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Lucas	15-RMR-2667	113	135	165,937	218,368
Mankato	15-RMR-2668	286	322	420,633	522,352
Meade	15-RMR-2669	212	307	310,723	493,722
Norton	15-RMR-2670	891	1204	1,310,135	1,950,883
Oberlin	15-RMR-2671	514	624	756,366	1,010,072
Osage City	15-RMR-2672	630	757	1,057,369	1,388,128
Osawatomie	15-RMR-2673	742	852	1,243,567	1,559,358
Osborne	15-RMR-2674	503	567	738,037	918,685
Ottawa	15-RMR-2675	2,463	3,042	4,124,320	5,573,676
Pomona	15-RMR-2676	169	217	254,634	355,544
Russell	15-RMR-2677	4,947	4,985	7,442,376	8,157,015
Saint Francis	15-RMR-2678	392	413	574,994	667,610
Seneca	15-RMR-2679	575	650	963,789	1,191,885
Sharon Springs	15-RMR-2680	263	262	385,901	425,193
Stockton	15-RMR-2681	359	430	527,720	696,469
Troy	15-RMR-2682	101	118	149,524	190,933
Wamego	15-RMR-2683	776	861	1,299,523	1,577,636
Washington*	15-RMR-2684	315	381	527,720	697,431
TOTALS:		28,830	33,584	45,362,127	57,748,547

* WAPA "B" Cities as of January 1, 2016

Exhibit B

Class A Participants' Combined Hydro Entitlements & Class C CROD (kW)

City	Summer Capacity			Winter Capacity				
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Arma			384	384			344	344
Ashland	406	59		465	303	51		354
Baldwin City			520	520			462	462
Belleville	441	188		629	287	165		452
Beloit	1,519	163		1,682	1,334	145		1,479
Burlingame			280	280			254	254
Cawker City	175	45		220	142	40		182
Centralia			94	94			92	92
Chapman	157			157	114			114
Cimarron	950	67		1,017	744	65		809
Colby	1,672	178		1,850	1,579	160		1,739
Enterprise			148	148			123	123
Eudora			605	605			465	465
Garden City	2,298			2,298	1,930			1,930
Gardner			699	699			591	591
Garnett			893	893			719	719
Glasco	177	45		222	139	40		179
Glen Elder	144	45		189	120	39		159
Goodland			964	964			827	827
Holton			940	940			803	803
Horton			268	268			213	213
Jetmore	280			280	201			201
Lakin			432	432			408	408
Lincoln	408	44		452	166	35		201
Lindsborg	897	171		1,068	685	162		847
Lucas	135	16		151	113	14		127
Mankato	322	69		391	286	62		348
Norton	1,204	130		1,334	891	112		1,003
Meade	307			307	212			212
Oberlin	624	348		972	514	304		818
Osage City			757	757			630	630
Osawatomie			852	852			742	742
Osborne	567	62		629	503	54		557
Ottawa			3,042	3,042			2,463	2,463
Pomona	217			217	169			169
Russell	4,985			4,985	4,947			4,947
St. Francis	413	271		684	392	238		630

Exhibit B

**Class A Participants' Combined Hydro Entitlements & Class C
CROD (kW)**

City	Summer Capacity				Winter Capacity			
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Seneca			650	650			575	575
Sharon								
Springs	262	139		401	263	123		386
Stockton	430	47		477	359	40		399
Troy			118	118			101	101
Wamego			861	861			776	776
Totals	18,990	2,087	12,507	33,584	16,393	1,849	10,588	28,830

Exhibit B cont.

**Class A Participants' Combined Hydro Entitlements & Class C
Total Energy (kWh)**

City	Summer Energy			Winter Energy				
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Arma			628,090	628,090			518,342	518,342
Ashland	657,990	106,222		764,212	446,681	85,357		532,038
Baldwin City			954,278	954,278			773,731	773,731
Belleville	1,491,059	354,018		1,845,077	1,160,598	287,360		1,447,958
Beloit	2,455,919	287,227		2,743,146	1,960,378	231,882		2,192,260
Burlingame			510,807	510,807			425,455	425,455
Cawker City	282,821	86,916		369,737	208,388	70,274		278,662
Centralia			170,269	170,269			153,396	153,396
Chapman	252,162			252,162	166,042			166,042
Cimarron	1,554,727	116,034		1,670,761	1,118,377	96,115		1,214,492
Colby	2,705,070	316,300		3,021,370	2,322,160	255,889		2,578,049
Enterprise			269,352	269,352			205,492	205,492
Eudora			976,750	976,750			678,031	678,031
Garden City	3,704,803			3,704,803	2,816,233			2,816,233
Gardner			1,281,349	1,281,349			989,837	989,837
Garnett			1,637,279	1,637,279			1,204,012	1,204,012
Glasco	286,668	86,931		373,599	204,528	70,290		274,818
Glen Elder	231,836	86,577		318,413	175,585	70,145		245,730
Goodland			1,554,241	1,554,241			1,206,087	1,206,087
Holton			1,721,932	1,721,932			1,343,901	1,343,901
Horton			431,662	431,662			311,218	311,218
Jetmore	458,186			458,186	301,817			301,817
Lakin			698,392	698,392			599,112	599,112
Lincoln	660,876	75,230		736,106	243,118	59,192		302,310
Lindsborg	1,452,580	319,212		1,771,792	1,007,202	279,122		1,286,324
Lucas	218,368	28,567		246,935	165,937	23,184		189,121
Mankato	522,352	130,584		652,936	420,633	106,591		527,224
Norton	1,950,883	228,593		2,179,476	1,310,135	182,684		1,492,819

Exhibit B cont.

**Class A Participants' Combined Hydro Entitlements & Class C
Total Energy (kWh)**

City	Summer Energy				Winter Energy			
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Meade	493,722			493,722	310,723			310,723
Oberlin	1,010,072	646,877		1,656,949	756,366	516,058		1,272,424
Osage City			1,388,128	1,388,128			1,057,369	1,057,369
Osawatomie			1,559,358	1,559,358			1,243,567	1,243,567
Osborne	918,685	107,811		1,026,496	738,037	86,663		824,700
Ottawa			5,573,676	5,573,676			4,124,320	4,124,320
Pomona	355,544			355,544	254,634			254,634
Russell	8,157,015			8,157,015	7,442,376			7,442,376
St. Francis	667,610	506,718		1,174,328	574,994	406,335		981,329
Seneca			1,191,885	1,191,885			963,789	963,789
Sharon Springs	425,193	258,554		683,747	385,901	206,164		592,065
Stockton	696,469	79,549		776,018	527,720	63,553		591,273
Troy			190,933	190,933			149,524	149,524
Wamego			1,577,636	1,577,636			1,299,523	1,299,523
TOTALS:	31,610,610	3,821,920	22,316,017	57,748,547	25,018,563	3,096,858	17,246,706	45,362,127

Exhibit D

**Western Area Power Administration
Rocky Mountain Region (RMR)
Loveland Area Projects – 2025 Power Marketing Initiative
Firm Electric Service Allocation Assignment Agreement**

(This page intentionally left blank.)

**Western Area Power Administration
Rocky Mountain Region (RMR)
Loveland Area Projects – 2025 Power Marketing Initiative
Firm Electric Service Allocation Assignment Agreement**

AGREEMENT NUMBER AND EFFECTIVE DATE: (To be completed and assigned by Western)

Agreement No.	15-RMR-2675	Effective Date:	JUL 17 2015
---------------	-------------	-----------------	-------------

ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"): (To be completed by ALLOTTEE)

Company/Municipality Name:	City of Ottawa		
Type of Organization:	Municipality		
Street Address:	101 S Hickory	Point of Contact:	Dennis Tharp
City:	Ottawa	Title:	Director of Utilities
State:	Kansas	Office Phone Number:	785-229-3632
Zip:	66067-0060	Cell Phone Number:	785-893-1639
State Formed/Organized Under:	K.S.A. 12-1001 et seq	E-mail:	dtharp@ottawaks.gov

ASSIGNED ALLOCATION HOLDER ("ASSIGNEE"): (To be completed by ASSIGNEE)

Company Name:	Kansas Municipal Energy Agency		
Type of Organization:	Joint Action Agency		
Street Address:	6300 W. 95th Street	Point of Contact:	Jannsen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

RELATIONSHIP OF ALLOTTEE TO ASSIGNEE: (To be Completed by ASSIGNEE)

Member of Joint Action Agency

- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called "Western," represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

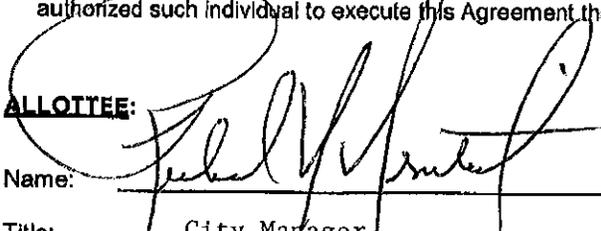
3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

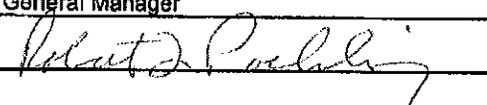
6. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

ALLOTTEE:

Name: 
Title: City Manager
Signature: Richard U. Nienstedt

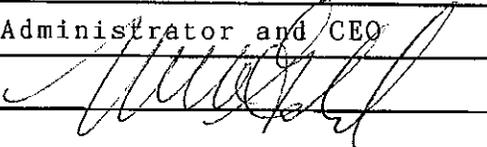
Date: 2/4/15

ASSIGNEE:

Name: Bob Poehling
Title: General Manager
Signature: 

Date: 2/9/15

WESTERN AREA POWER ADMINISTRATION:

Name: Mark A. Gabriel
Title: Administrator and CEO
Signature: 

Date: JUL 17 2015

CERTIFICATE
(To be completed by ASSIGNEE)

I, Bob Poehling, certify that I am the General Manager of ASSIGNEE,
(Name of Official Signing Certificate) (Official's Title)

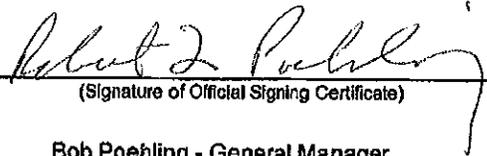
the association/organization/entity named as Kansas Municipal Energy Agency herein;
(Official Name of Association/Organization/Entity)

that Bob Poehling, who signed the above Agreement on behalf of
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its General Manager; and that said Agreement was duly
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

By: 
(Signature of Official Signing Certificate)

Name: Bob Poehling - General Manager

Address: 6300 W. 95th Street
Overland Park, Kansas 66212

Date: 2/9/15

Exhibit F

Delivery Points

<u>Point of Delivery</u>	CROD	
	<u>Winter</u> (kW)	<u>Summer</u> (kW)
NPPD.MEAN.LD	28,376	32,954
Sidney East Substation (for Belleville, KS)	<u>454</u>	<u>630</u>
TOTAL:	28,830	33,584

Exhibit G

Ottawa's Hydro Entitlement

Summer CROD (Demand):	3,042	kW
Winter CROD (Demand):	2,463	kW
Summer Energy:	5,573,676	kWh
Winter Energy:	4,124,320	kWh

<u>Winter Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
October	697,010	16.9
November	697,010	16.9
December	762,999	18.5
January	742,378	18.0
February	585,653	14.2
March	639,270	<u>15.5</u>
TOTAL WINTER SEASONAL ENERGY:	4,124,320	100.0

<u>Summer Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
April	813,757	14.6
May	852,772	15.3
June	980,967	17.6
July	1,226,209	22.0
August	980,967	17.6
September	719,004	<u>12.9</u>
TOTAL SUMMER SEASONAL ENERGY:	5,573,676	100.0

<u>Winter Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	2,281	92.6
November	2,246	91.2
December	2,463	100.0
January	2,396	97.3
February	2,227	90.4
March	2,020	82.0

<u>Summer Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	2,513	82.6
May	2,358	77.5
June	2,829	93.0
July	3,042	100.0
August	2,674	87.9
September	2,598	85.4

MEMO

TO: Honorable City Commission
Richard U. Nienstedt, City Manager
Blaine Finch, City Attorney
Scott D. Bird, Director of Finance

FROM: Carolyn S. Snethen, City Clerk



SUBJECT: Municipal Code, Chapter 5

DATE: April 25, 2016

Please find attached information we would like to have reviewed by the Honorable City Commission, with the intent to provide a consensus for the City Clerk to move forward allowing Citycode Financial to rearrange the Article of the Table of Contents for Chapter 5 of the Municipal Code.

City Attorney Blaine Finch has reviewed the information and recommended a consensus from the Governing Body that would allow the City Clerk to move forward in reorganizing the Articles in Chapter 5 of Municipal Code.

Thank you for your consideration on this request.

Carolyn Snethen

From: Carolyn Snethen [csnethen@ottawaks.gov]
Sent: Thursday, April 21, 2016 1:36 PM
To: 'Richard Nienstedt'
Cc: 'Betty Simpson'; 'Blaine Finch'; 'Hailey Luke'; 'Scott Bird'
Subject: FW: Municipal Code Chapter 5

Richard,

In reviewing the table of contents in Municipal Code Chapter 5. Boards, Commissions, Authorities and Airport Management I discovered there were Articles that could be in a "more user friendly" format.

I have visited with City Attorney Blaine Finch. His thoughts follow: "I believe we can reorganize chapter 5 without resorting to a new ordinance. I would recommend you get consensus from the Governing Body at a study session, as long as the sections still link back to their enacting ordinance (and they do) all we are doing is changing the position in the code, not making new law."

The City Clerk's office agrees with the City Attorney as we are just rearranging the existing articles to make the Chapter more systematic. Following is the requested action of order for Chapter 5:

Chapter 5: Boards, Commissions, Authorities and Airport Management

- Article 1. Airport And Airport Management (same)
- Article 2. Airport Advisory Board (currently Article VIII.)
- Article 3. Planning Commission (currently Article IV.)
- Article 4. Board of Zoning Appeals (currently Article VI.)
- Article 5. Accessibility Advisory Board (currently Article VII.)
- Article 6. Library and Library Board (currently Article III.)
- Article 7. Municipal Auditorium Advisory (currently Article II.)
- Article 8. Tree Advisory Board (currently Article V.)

With the change of the order of the articles it allows the user to not have to search for an article that applies to what they may be researching.

The City Clerk's office respectfully request a consensus to allow Citycode to rearrange the Articles in Chapter 5 as listed above. As a reminder none of the information is changing in any of the articles only the article placement is changing.

Thank you for your consideration.

Carolyn S. Snethen
City Clerk

Current Order

CHAPTER 5. BOARDS, COMMISSIONS, AUTHORITIES AND AIRPORT MANAGEMENT

Article I. Airport And Airport Management ..	1	Article IV. Planning Commission	9
5-101. Airport manager	1	5-401. Membership; terms.....	9
5-102. Conformance with air traffic rules.	1	5-402. Organization; meetings.....	9
5-103. Permit to use for commercial purposes.	1	5-403. Powers and duties.....	9
5-104. Permit to sell food or refreshments.	1	5-404. Plans and plats; regulations.	9
5-105. Disposal of damaged aircraft.....	1	Article V. Tree Advisory Board.....	11
5-106. Repair to aircraft.....	1	5-501. Tree advisory board established;	
5-107. Area for landing or takeoffs.	1	composition.	11
5-108. Taxiing after landing.	2	5-502. Term of appointment; vacancies;	
5-109. Taxiing about hangars prohibited.....	2	compensation.	11
5-110. Starting aircraft engines without attendant		5-503. Organization/operations of tree advisory	
prohibited.....	2	board.....	11
5-111. Operation of aircraft engines in hangar.	2	5-504. Contractual authority.....	11
5-112. Fueling of engine while operating.....	2	5-505. Responsibilities.	11
5-113. Starting and warm-up of aircraft engines.....	2	Article VI. Board Of Zoning Appeals	12
5-114. Parking and securing of aircraft.	2	5-601. Membership; terms.....	12
5-115. Operation of automotive equipment on		5-602. Organization; meetings.....	12
airport.	2	5-603. Powers and jurisdiction.	12
5-116. Smoking restricted.....	3	Article VII. Accessibility Advisory Board	13
5-117. Mechanical work to be performed in repair		5-701. Accessibility advisory board; established.....	13
shop.	3	5-702. Same; membership.	13
5-118. Federal rules to apply.	3	5-703. Same; terms.	13
5-119. Parachuting.....	3	5-704. Same; compensation.....	13
5-120. Penalty for violation of article.....	3	5-705. Meetings and attendance.	13
Article II. Municipal Auditorium Advisory		5-706. Chairman; selection.....	13
Boards	4	5-707. Quorum.....	13
5-201. Municipal auditorium advisory board;		5-708. Purpose.....	14
established.	4	Article VIII. Airport Advisory Board	15
5-202. Eligibility for reappointment.	4	5-801. Airport advisory board; established.....	15
5-203. Composition.	4	5-802. Authority and duties.	15
5-204. Officers; committees.	4	5-803. Membership.....	16
5-205. Meetings.....	4	5-804. Organization; meetings.....	16
5-206. Open to public.	5	5-805. Advice to the city.	16
5-207. Authority and duties of.....	5	5-806. Control and management.....	16
Article III. Library And Library Board.....	6		
5-301. Board; appointment; terms; eligible;			
vacancies; expenses.	6		
5-302. Corporate status of board; powers.	6		
5-303. Officers of board; meetings; notice.	6		
5-304. Powers and duties of board.	6		
5-305. Treasurer of board; duties.....	7		
5-306. Use of library; rules and regulations.	7		
5-307. Damaging books; penalty.....	7		
5-308. Taking books without permission; penalty.....	8		
5-309. Tax levied for library.....	8		

CHAPTER 5. BOARDS, COMMISSIONS, AUTHORITIES AND AIRPORT MANAGEMENT

Requested New Order

<p>1 Article I. Airport And Airport Management .. 1</p> <ul style="list-style-type: none"> 5-101. Airport manager.1 5-102. Conformance with air traffic rules.1 5-103. Permit to use for commercial purposes.1 5-104. Permit to sell food or refreshments.1 5-105. Disposal of damaged aircraft.....1 5-106. Repair to aircraft.....1 5-107. Area for landing or takeoffs.1 5-108. Taxiing after landing.2 5-109. Taxiing about hangars prohibited.2 5-110. Starting aircraft engines without attendant prohibited.....2 5-111. Operation of aircraft engines in hangar.2 5-112. Fueling of engine while operating.2 5-113. Starting and warm-up of aircraft engines.2 5-114. Parking and securing of aircraft.2 5-115. Operation of automotive equipment on airport.2 5-116. Smoking restricted.....3 5-117. Mechanical work to be performed in repair shop.3 5-118. Federal rules to apply.3 5-119. Parachuting.....3 5-120. Penalty for violation of article.3 <p>7 Article II. Municipal Auditorium Advisory Boards 4</p> <ul style="list-style-type: none"> 5-201. Municipal auditorium advisory board; established.4 5-202. Eligibility for reappointment.4 5-203. Composition.4 5-204. Officers; committees.4 5-205. Meetings.4 5-206. Open to public.5 5-207. Authority and duties of.5 <p>6 Article III. Library And Library Board 6</p> <ul style="list-style-type: none"> 5-301. Board; appointment; terms; eligible; vacancies; expenses.6 5-302. Corporate status of board; powers.6 5-303. Officers of board; meetings; notice.6 5-304. Powers and duties of board.6 5-305. Treasurer of board; duties.....7 5-306. Use of library; rules and regulations.7 5-307. Damaging books; penalty.....7 5-308. Taking books without permission; penalty....8 5-309. Tax levied for library.....8 	<p>3 Article IV. Planning Commission 9</p> <ul style="list-style-type: none"> 5-401. Membership; terms.....9 5-402. Organization; meetings.....9 5-403. Powers and duties.....9 5-404. Plans and plats; regulations.9 <p>8 Article V. Tree Advisory Board 11</p> <ul style="list-style-type: none"> 5-501. Tree advisory board established; composition.11 5-502. Term of appointment; vacancies; compensation.11 5-503. Organization/operations of tree advisory board.....11 5-504. Contractual authority.11 5-505. Responsibilities.11 <p>4 Article VI. Board Of Zoning Appeals 12</p> <ul style="list-style-type: none"> 5-601. Membership; terms.....12 5-602. Organization; meetings.....12 5-603. Powers and jurisdiction.12 <p>5 Article VII. Accessibility Advisory Board 13</p> <ul style="list-style-type: none"> 5-701. Accessibility advisory board; established.....13 5-702. Same; membership.13 5-703. Same; terms.13 5-704. Same; compensation.....13 5-705. Meetings and attendance.13 5-706. Chairman; selection.13 5-707. Quorum.....13 5-708. Purpose.14 <p>2 Article VIII. Airport Advisory Board 15</p> <ul style="list-style-type: none"> 5-801. Airport advisory board; established.....15 5-802. Authority and duties.15 5-803. Membership.....16 5-804. Organization; meetings.....16 5-805. Advice to the city.16 5-806. Control and management.....16
---	--

STAFF MEMORANDUM

Target Meeting Date: May 4, 2016

TO: Richard Nienstedt, City Manager

FROM: Wynndee S. Lee, AICP, Community Development Director

DATE: April 22, 2016

SUBJECT: **An Ordinance** for a conditional use permit to allow indoor storage on the property located at 419 S. Main Street, in an C-4 Central Business District.

Thomas & Mary Weigand are seeking approval of a conditional use permit to allow indoor storage on the property they own at 419 S. Main Street. Tom Weigand, 419 S. Main, owner of the property indicated the structure has been vacant for 2 ½ to 3 years and that he has showed it a number of times but no one has been interested in purchasing the building. The size, according to testimony is too large for many downtown uses, too small for some others. Mr. Weigand indicated the proposed use would be good for the Ottawa area as there currently no inside environmentally controlled storage areas and that there is a demand for it here in Ottawa. The other public comments, via letter, were supporting the conditional use approval.

The City of Ottawa's Planning Commission reviewed the conditional use permit request and after the public hearing, created findings.

The Planning Commission recommends to the City Commission by a vote of 5-1 approval of the conditional use permit.

Attachments: Ordinance
Staff & Planning Commission Findings
Location Map

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW INDOOR STORAGE AT 419 S. MAIN STREET, IN AN C-4 CENTRAL BUSINESS DISTRICT REQUESTED BY THOMAS & MARY WEIGAND, IN THE CITY OF OTTAWA, KANSAS.

BE IT ORDAINED, By the Governing Body of the City of Ottawa, Kansas:

Section 1. Written findings have been made by the Planning Commission for the City of Ottawa that the application from Thomas & Mary Weigand, dated March 1, 2016, for a conditional use permit is in compliance with Ordinance No. 3501-05, Article 14, Commercial Zoned Districts (C-1; C-4), Table 14-1.

Section 2. A conditional use permit is hereby granted to allow indoor storage on the property located at 419 S. Main Street, in an C-4, Central Business District:

Lots 17, 19, 21, & 23, Block 98, Ottawa Original Town, in the City of Ottawa, Franklin County, Kansas.

Section 3. A certified copy of this ordinance signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, Franklin County, Kansas.

Section 4. EFFECTIVE DATE; PUBLICATION. This Ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

Section 5. PASSED AND ADOPTED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk



City of Ottawa
Community Development Department

101 S. Hickory, P.O. Box 60
Ottawa, KS 66067

785 229-3620
Fax 785 229-3625

CITY COMMISSION

STAFF & PLANNING COMMISSION REPORT

April 13, 2016

Applicant:	Thomas R. and Mary C. Weigand PO Box 550 Ottawa, KS 66067
PROPERTY OWNER:	Same as applicant
AGENT:	Same as applicant
LOCATION:	419 S. Main Street C-4, Central Business District
REQUEST:	To consider a request for a Conditional Use Permit to allow for an indoor storage operation.
SURROUNDING LAND USE:	Downtown core, C-4 zoning and commercial uses immediately surrounding the property in all directions.
LAND USE PLAN:	Ottawa's current Comprehensive Plan outlines future land uses for all the property in the City. The future land use plan recommends commercial land uses for the subject site. The proposed use is not particularly consistent with that of the future land use plan.
MAJOR THOROUGHFARE PLAN:	5 th Street, to the south of the subject site, is classified as a collector street. Main Street, on the west side, is an arterial north-south road.
PREVIOUS CASES:	None known.

EXISTING CONDITIONS:

The subject site is an approximately 14,000 square foot lot located on the east side of Main Street, north of W. 5th Street. The site is developed with a 7,500 square foot building on the back (easterly) portion of the lot, and paving occupies the remainder of the lot. This site is the only site with this configuration on its block. In fact, there is only one other lot with paving fronting onto Main Street in the entire downtown district.

The lot can be accessed via Main Street, and a second access from the alley on the east side of the property is possible if it needs to be re-opened. The paving is used for parking for the lot, and there are two curb cuts onto Main Street that allow the ingress and egress for the parking.

The site is currently used for office and apartment living. The property owner is proposing to use the interior of the structure for storage units which will be rented out and accessible by the customers from 7:00 am – 7:00 pm or by appointment. No changes are proposed to the outside of the building.



The property is zoned C-4, Central Business District. The proposed use of the site for storage is allowed only with a Conditional Use Permit.

FINDINGS:

The Planning Commission may recommend approval of a conditional use that is expressly authorized to be permitted in a particular zoning district, and the Governing Body may approve such conditional use, using the following factors as guidelines.

1. Whether the change in classification would be consistent with the intent and purpose of these regulations;

The intent of the C-4, Central Business District, is to encourage the location of major business services and retail business activity in the central business district in order to maintain that area as the core retail, government and entertainment district for the community. The intent is also to encourage residential use in the C-4 District under terms and conditions where such use complements commercial uses.

Staff & Planning Commission Finding:

The proposed storage facility at the subject site is not particularly consistent with the intent and purpose of the Central Business District zone; however, the configuration of the site as it currently exists is not one that fits readily into a traditional downtown streetscape. Also, since the use is internal to the building itself, it would not be inconsistent with the purpose of the zone. Storage is not necessarily the highest and best use of the property; however, until such time that a better use is found for the site, the lot should still be able to produce economic benefit for the owner. In addition, storage is often an allowed or conditional use in many other downtown districts.

2. Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood;

The area surrounding the subject property is composed primarily of downtown commercial uses, with residential and public/governmental uses farther out.

Staff & Planning Commission Finding:

The surrounding neighborhood (in the immediate vicinity) is primarily commercial. The proposed use at the subject site will fit in with the area; in addition, the property owner will be limiting hours to the same hours as the other downtown businesses.

3. Whether the proposed use places an undue burden on the existing transportation, utility and service facilities in the area affected and, if so, whether such additional facilities can be provided;

The subject site is existing and has already been developed. No new structures or additions are planned. Traffic may be increased somewhat by visits to the facility.

Staff & Planning Commission Finding:

The proposed use will not place undue burden on transportation, utility and service facilities. What is already provided will continue to be sufficient to serve this use. In addition, no parking is required to be provided in the C-4 district, and the subject site has paving in the front of the lot to provide parking for the storage site's clients.

4. Whether the proposed use is made necessary or desirable because of changed or changing conditions in the area affected;

The proposed use is not made necessary or desirable because of changed or changing conditions in the area affected. The proposed use is one that is needed within the City of Ottawa, and the subject location is desirable and the layout can easily accommodate storage.

Staff & Planning Commission Finding:

While the use itself is needed in Ottawa, the conditions in the affected area have not made the use necessary.

5. The length of time the subject property has remained vacant or undeveloped as zoned;

The property is currently occupied and used as an office and apartment units. However, full use of the property has not occurred since it was occupied with a retail use in October of 2013.

Staff & Planning Commission Finding:

This factor is not applicable.

6. Whether the applicant's property is suitable for the proposed conditional use:

The building on the property is a good space for storage units.

Staff & Planning Commission Finding:

The site is suitable for the storage use.

7. The recommendations of professional staff;

While the use of a Main Street property for a storage facility is not the highest and best use of the lot, the use of the property will bring further pedestrian and vehicular traffic to downtown Ottawa, which is positive.

Staff recommends that the conditional use permit to allow self-storage at the subject site be approved.

8. Whether the proposed conditional use would be in conformance to and further enhance the implementation of the City's Comprehensive Plan;

Ottawa's Comprehensive Plan recommends "commercial" uses at the subject site and outlines Main Street design guidelines, which are meant to preserve the special historic and architectural character of the Main Street District. Most of the guidelines pertain to new construction, but the overall goal is for a continuous street edge, retention of architectural features and not allowing curb cuts on Main Street.

Staff & Planning Commission Finding:

While the proposed use at the site is not the ultimate desired for the location, it is not incompatible with the downtown area. By allowing this use, the Plan Commission would not be

enhancing the implementation of the Comprehensive Plan. However, the area is clearly not yet ripe for the most desired development.

9. Whether the proposed conditional use, if it complies with all the conditions upon which the approval is made contingent, will not adversely affect the property in the area affected;

The storage proposed at the subject site would be completely indoors, and have operating hours similar to the other downtown businesses. Parking will be provided on site, although no parking is required to be provided in a C-4 district.

Staff & Planning Commission Finding:

In staff opinion, the proposed storage use will not adversely affect the property in the affected area.

10. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application;

Not applicable.

Staff & Planning Commission Finding:

Staff believes that all factors to be considered have been properly addressed in this report.

11. For uses as solid waste disposal facilities, including sanitary landfills, construction and demolition landfills and transfer stations, whether the proposed conditional use is consistent with the adopted Solid Waste Management Plan of Franklin County, and amendments thereto.

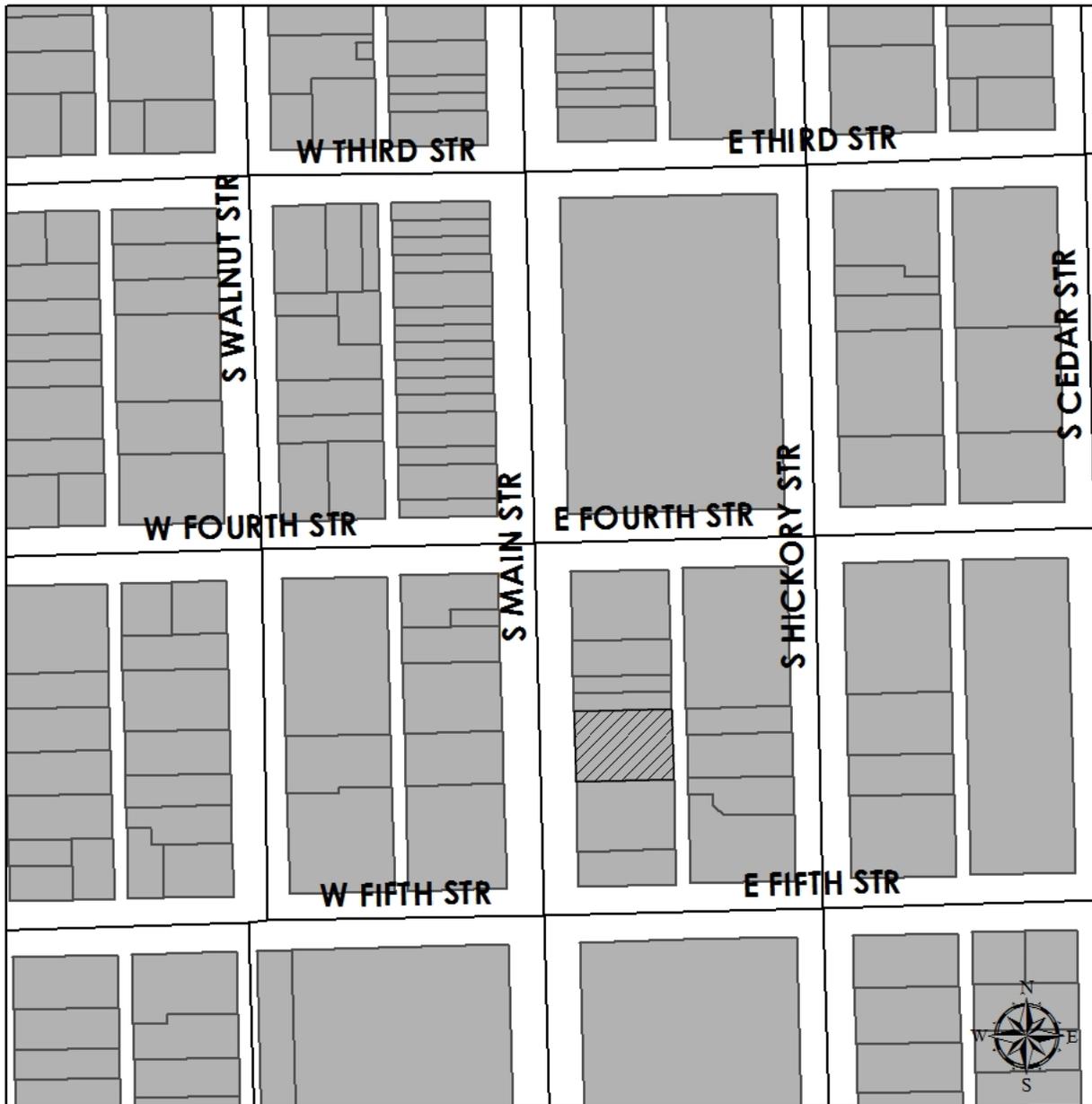
This factor is not applicable.

RECOMMENDATION:

Staff recommends that this conditional use permit be approved.

LOCATION MAP

419 S. Main Street



STAFF MEMORANDUM

Target Meeting Date: May 4, 2016

TO: Richard U. Nienstedt, City Manager

FROM: Staff

DATE: April 26, 2016

SUBJECT: **Amendments to** Interpretations and Definitions, Commercial Zoned Districts C-1:C-4, Industrial Districts I-1:I-2, Mixed Use Districts MU/CI, and Article 22, Off Street Parking Regulations, Section 22-5.

Comments: The Planning Commission held a public hearing on April 13, 2016 and reviewed the proposed amendments. There were two public comments, both of which were in favor of this type of industry. Staff is recommending approval of the amendments.

Staff received a request to consider amendments to the Zoning Regulations to allow micro alcohol production facilities. The request was for micro-distilleries; however, staff expanded the focus of the study to include all forms of alcohol production: brewpub, microbrewery, microdistillery, farm winery, and other alcohol manufacturers. Below are the changes recommended:

ARTICLE 2 RULES, INTERPRETATIONS AND DEFINITIONS

SECTION 2-3 DEFINITIONS.

2-301. For the purposes of these regulations, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicates otherwise: **Add**

Brewpub. A restaurant, bar or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops and yeast into beer or ale by mashing, cooking and fermenting. The difference between a brew pub and a microbrewery is the primary operation as a food service facility or a sale by-the-drink facility.

Microbrewery. A facility that manufactures and stores not less than 100 nor more than 30,000 barrels of domestic beer during the calendar year. Along with the ability to manufacture and store, the producer may sell the beer to licensed beer distributors, retailers, public venues, clubs, drinking establishments, and caterers. The producer is allowed onsite sales of unopened containers to customers, as well as onsite service of free samples in a tasting room.

Microdistillery. A facility that manufactures and stores not more than 50,000 gallons of spirits per year. Along with the ability to manufacture and store, the producer is allowed the sale of these spirits to licensed off-site distributors, as well as the onsite sale to customers. The producer is also allowed to serve free samples onsite in a tasting room.

Farm winery. A facility that manufactures and stores domestic table wine and domestic fortified wine in a quantity not exceeding 100,000 gallons per year. Along with the ability to manufacture and store, the producer may sell the wine to licensed distributors, retailers, public venues, clubs, drinking establishments, and caterers. The producer is allowed onsite sales of unopened containers to customers, as well as onsite service of free samples in a tasting room.

Alcohol manufacturers. Higher-volume production facilities (such as breweries, distilleries and wineries) that manufacture large amounts of product each year. The size of these facilities, as well as the scale of production, indicates a heavy industrial use that may also produce levels of odor or noise. These alcohol manufacturers do not include the small scale productions allowed for brewpubs, microbreweries, microdistilleries or farm wineries.

**ARTICLE 14
COMMERCIAL ZONED DISTRICTS (C-1:C-4)**

TABLE 14-1

P = Indicates Permitted Uses

C = Indicates Conditional Uses

USE		C-1	C-2	C-3	C-4
1.	Adult businesses			C (7)	
2.	Ambulance service.			P	P
3.	Amusement places, indoor.			P	P
4.	Animal hospitals.			P (1)	P (1)
5.	Any public building or land use by any department of the City, county, state or federal government.	C (2)	C (2)	P (2)	P (2)
6.	Artists, authors, composers, studios and galleries.	P	P	P	P
7.	Auditoriums, exhibition halls, fairgrounds, stadiums and similar uses.			P	P
8.	Automobile wash services.			P	P
9.	Bed & Breakfast.	C	C		
10.	Bowling alleys.			P	P
11.	Brewpub		C	P	P
12.	Building contractors, including air conditioning, heating, plumbing and electrical.			P	P
13.	Churches, similar places of worship.	P	P	P	P
14.	Day care facilities: child care centers, day care homes, family day care homes, group day care homes and preschools.	P	P	P	P
15.	Dry cleaners and laundries, including self-service.			P	P
16.	a. When dwelling unit(s) located on ground floor of commercial structure, but not to exceed 50% of structure's ground floor area.	C		C	P
	b. When dwelling unit(s) located on other than ground floor of commercial structure.	P		P	P
	c. Dwelling units w/o associated commercial use.				C (8)

17.	Electric, telephone and sewer substations.	P	P	P	P
18.	Farm Winery			P(5),(9)	P(5),(9)
19.	Food catering service, lockers-storage.			P	P
20.	Fraternal, civic and social organizations.			P	P
21.	Funeral, crematory and mortuary services.	P	P	P	P
22.	Furniture repair, upholstering.			P	P
23.	Garden supplies, nurseries, greenhouses.			P	P
24.	Golf driving ranges, outdoor.			C	
25.	Health and exercise spas, gyms.	P (3)	P (3)	P	P (3)
26.	Hospitals, clinics, laboratories.	P (3)	P (3)	P	P (3)
27.	Hotels, motels.			P	P
28.	Industrial laundry and linen supply services.			C	C
29.	Kennels; boarding and breeding, when within an enclosed structure.			C	
30.	Manufactured home sales.			P	
31.	Microbrewery / Microdistillery			P(5),(9)	P(5),(9)
32.	Miniature golf.			P	P
33.	Mini-storage, self-storage.			C	
34.	Monument sales.			P	P
35.	Motor vehicle repair shops and body shops.			P (4)	C(4),(3)
36.	Nursing homes, rest homes, convalescent homes and similar facilities.	P (3)	P (3)	P	P (3)
37.	Offices: professional, business, educational, religious, philanthropic and public	P (3)	P (3)	P	P (3)
38.	Commercial printing, including newspaper publishing.			P	P
39.	Private clubs, bars, taverns and drinking establishments.			P (5)	P (5)
40.	Radio and television broadcasting studios (without transmission towers).	P		P	P
41.	Radio or television broadcasting studios (with transmission towers).			P	C
42.	Radio, television or telephone transmitting station or towers, subject to further regulations set out in Article 29.			C	C
43.	Recreational vehicles, trailers, equipment rental or sales.			P	
44.	Research-development-testing other than those involving explosives, hazardous or toxic materials.	C		P	P

45.	Restaurants.		P (3)	P	P (3)
46.	Retail sales and rental of goods and merchandise including, but not limited to: antiques; apparel; appliances; bakeries; bicycles; books and stationery; building materials; carpet and other floor coverings; cigarettes; clocks; convenience stores; farm machinery and supplies; food and groceries; furniture; hardware; heating, plumbing, and air conditioning equipment; jewelry; liquor; musical instruments; motor vehicles, parts and supplies; pet shops; pharmacies; photographic supplies and cameras; computers, office equipment and supplies; and service stations.		P (3)	P	P (3)
47.	Retail sales of services including, but not limited to: banks; barber and beauty shops; cleaning and repair; diaper services; interior decorating; lawn care and landscaping; locksmith; message service; outdoor advertising; pet grooming; photocopying and blueprinting; and stenographic, duplicating and mailing services.	C	P	P	P
48.	Schools: a. Public and private elementary schools.	C	C	C	C
	b. Public and private secondary schools.	C	C	C	C
	c. Postsecondary educational institutions.			P	P
	d. Business, remedial education, training and vocational schools.	C	C	P	P
49.	Storage or warehousing, except for products of a highly explosive, combustible or volatile nature.			C	C
50.	Theaters, indoor.			P	P
51.	Theaters, outdoor.			C	
52.	Travel trailer parks.			C (6)	
53.	Truck wash services.			C	
54.	Wholesale establishment.			C	C (3)

(Table 14-1 added #1 07-18-07); (Table 14-1 added C to #15 01-07-15)

Permitted and conditional use footnotes:

1. Providing all services, runs and pens are within an enclosed building.
2. Except for uses of an industrial nature, and uses involving outdoor storage of materials.
3. Subject to intensity standards of Section 14-4.
4. Provided all work is performed and all materials are stored within an enclosed building. No more than three (3) vehicles or one (1) per service bay, whichever is greater, may be parked outside a building.
5. Provided not located within 200 feet of a church, school or hospital.

6. Subject to requirements set out in Section 14-11.
7. Provided the Adult Business:
 - a. At all times holds a current and valid adult business permit issued by the City; and
 - b. Complies with the following separation distances:
 - (1) For adult bookstores, adult video stores, and adult news racks, as those terms are defined in Section 11-1002 of the Ottawa Municipal Code: At least 500' from any structure lawfully used as a library, church, hospital, public or private school, public park or playground, or another adult business.
 - (2) For any other adult business, as that term is defined in Section 11-1002 of the Ottawa Municipal Code, other than those subject to subsection 7.b.(1) above: At least 1,000' from any structure lawfully used as a library, church, hospital, public or private school, public park or playground, or another adult business.

(Table 14-1-Footnote-7 added 07-18-07)

8. Properties in the C-4 District that do not have frontage on Main Street may be developed dwellings without an associated commercial use provided one parking space per dwelling unit is provided, at the intensity described in Section 14-4.

(Table 14-1 Footnote-8 added 01-07-15)

9. **For all micro-alcohol production facilities (microbrewery, microdistillery, farm winery):**
 - a. **Tasting rooms are limited to 750 square feet in size, or an appropriate size as determined by the City's Chief Building Official.**
 - b. **Only beverages produced onsite may be served in the tasting room.**
 - c. **A security plan, approved by the Police Department, must be provided prior to operation of the facility.**
 - d. **Outdoor patios should be no larger than 400 square feet, or no larger than 50% of tasting rooms larger than 750 square feet (or other appropriate size to be determined by the City's Chief Building Official) in order to minimize potential conflicts with adjoining land uses.**
 - e. **Appropriate screening (as determined by the Zoning Administrator) will be required to buffer the outdoor area from any adjoining residential districts and/or uses.**

14-302. No adult business shall be located within the boundaries of the Urban Growth Area other than as: (1) an adult business located in Franklin County's C-2 Highway Commercial District with a valid special use permit issued in compliance with Section 11-3.01 of the Franklin County Zoning Regulations, or (2) an adult business located upon land rezoned to City of Ottawa C-3 General Commercial District with a valid conditional use permit issued in compliance with Section 14-3 of the City of Ottawa Zoning Regulations.

(14-302- added 07-18-07)

**ARTICLE 15
INDUSTRIAL DISTRICTS (I-1 and I-2)**

**TABLE 15-1
Industrial Zoned Districts
Permitted and Conditional Uses**

P = Indicates Permitted Uses

C = Indicates Conditional Uses

	USE	I-1	I-2
1.	Agricultural.	P	P
2.	Airplane hangars.	P	C
3.	Alcohol Manufacturers		P
4.	Animal hospitals or veterinarian clinics.	P	P
5.	Automobile and truck wrecking or salvage yards, junk yards and scrap processing yards.		C
5.	Bottling works.	P	P
6.	Building material sales including lumber yards (except for ready-mix concrete and similar uses which emit dust, odor and smoke.)	P	
7.	Carpenter, cabinet, plumbing or sheet metal shops.	P	P
8.	Contractor's office and equipment storage yard.	P	P
9.	Dog kennels.	P	P
10.	Dry cleaning and/or laundry plants.	P	P
11.	Farm Winery	P	
12.	Farm implement sales and services.	P	
13.	Feed and seed stores, grain elevators.	C	P
14.	Frozen food lockers.	P	P
15.	Greenhouses and nurseries, retail and wholesale.	P	
16.	Light manufacturing, processing or fabrication operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor, smoke or other particulate matter.	P	
17.	Machine shops, tool and die shops, and similar establishments	P	P
18.	Machinery sales and storage lots, including motor vehicles.	P	C
19.	Manufacturing, processing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust fumes, gas, odor.		P
20.	Manufactured home production, storage and sales of units produced on-site.		P
21.	Microbrewery / Microdistillery	P	
22.	Motor vehicle repair.	P	P
23.	Offices and service yards for the Kansas Department of Transportation.	P	P

24.	Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.		C
25.	Public utility and public service uses including: municipal power plants; substations; lift stations; railroads; telephone exchanges, microwave towers, radio towers, television towers, telephone transmission buildings; electric power plants; and public utility storage yards.	P	P
26.	Recycling center, for collection of household recyclables including newspapers, aluminum cans and plastic containers.	C	
27.	Self-storage (mini-storage).	P	
28.	Service stations.	P	P
29.	Stockyards and slaughterhouses.		C
30.	Storage of bulk oil, gas, explosives and similar materials.		C
31.	Storage yards providing the storage yard is completely enclosed with a six foot fence or wall.		P
32.	Telecommunication towers subject to the further requirements of Article 29.	C	C
33.	Truck wash establishments.	P	
34.	Truck and rail terminals.	P	P
35.	Warehouses or storage houses.	P	P
36.	Welding shops.	C	P

SECTION 15-3 DEVELOPMENT STANDARDS

15-301.

- a. A building, structure or use, allowed in either or both the I-1 and I-2 Districts, may occupy all that portion of a lot except for the area required for off-street parking, off-street loading and unloading and their access roads and/or arterial or collector streets as otherwise required in this Article or Article 24. (15-301-a revised 09-05-07)
- b. When the required off-street parking and/or required loading and unloading will be provided within the building or structure, the building or structure may cover the entire lot except as otherwise required for arterial and/or collector streets in Article 24. (15-301-b revised 09-05-07)
- c. No retail sales or service shall be permitted except when incidental or accessory to a permitted use or except when specifically permitted pursuant to this Article. Further, the portion of the building or structure used for such retail sales or service shall not exceed ten (10) percent of the total square footage of the building or structure.
- d. No building shall be used for residential purposes, except a watchman may reside on the premises.
- e. Except where otherwise expressly prohibited by these regulations, outside storage may be maintained provided the view of non-retail storage areas is screened from streets and residential areas by a solid or semi-solid fence, wall or vegetation at least six (6) feet in height and having a visual density of at least ninety (90) percent.
- f. **For all micro-alcohol production facilities (microbrewery, microdistillery, farm winery):**
 - a. **Tasting rooms are limited to 750 square feet in size, or an appropriate size as determined by the City’s Chief Building Official.**

- b. Only beverages produced onsite may be served in the tasting room.
- c. A security plan, approved by the Police Department, must be provided prior to operation of the facility.
- d. Outdoor patios should be no larger than 400 square feet, or no larger than 50% of tasting rooms larger than 750 square feet (or other appropriate size to be determined by the City's Chief Building Official) in order to minimize potential conflicts with adjoining land uses.
- e. Appropriate screening (as determined by the Zoning Administrator) will be required to buffer the outdoor area from any adjoining residential districts and/or uses.

**ARTICLE 17
MIXED USE DISTRICTS (MU)**

SECTION 17-2 PERMITTED AND CONDITIONAL USES: MU/RC DISTRICT

17-201. In the MU/RC District no buildings, land or premises shall be used and no building or structure shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:

a. Permitted Uses.

- 1. Any use permitted in the R-2 or R-3 zoning districts.
(17-201-a1 Revised 11-06-06)
 - a. Except schools would be a conditional use.
- 2. Any use permitted in the C-1 or C-2 zoning districts.

b. Conditional uses.

- 1. Any use allowed as a conditional use in the R-2 or R-3 zoning districts.
(17-201-b1 Revised 11-06-06)
- 2. Any use allowed as a conditional use in the C-1 or C-2 zoning districts.
- 3. Allow mini-storage as a conditional use.
(17-201-b3 Revised 09-04-13)
- 4. **Allow brewpubs as a conditional use.**

SECTION 17-3 PERMITTED AND CONDITIONAL USES: MU/CI DISTRICT

17-301. In the MU/CI District no buildings, land or premises shall be used and no building or structure shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:

a. Permitted uses.

- 1. Any use permitted in the C-3 zoning district.
- 2. Any use permitted in the I-1 zoning district, ~~except Bottling works,~~ Dry cleaning and/or laundry plants, Offices and service yards for the Kansas Department of Transportation, Truck wash establishments, and Truck and rail terminals.
(17-301-a2 Revised 07-10-10)

- b. Conditional uses.
 - 1. Any use allowed as a conditional use in the C-3 zoning district.
 - 2. Any use allowed as a conditional use in the I-1 zoning district.

SECTION 17-8 PARKING REGULATIONS

17-801. Parking regulations for the MU/RC and MU/CI Districts are as follows:

- a. Residential dwellings: One space per dwelling unit.
- b. Private clubs, **brewpubs**, drinking establishments, and restaurants with fifty (50) percent of gross income in food sales: One space per four occupants permitted.
- c. Private clubs, drinking establishments, and restaurants with fifty (50) percent of gross income in alcohol or cereal malt beverage sales: One space per three (3) occupants permitted.
- d. Retail and office uses: One space per three hundred (300) square feet of floor area.
- e. All other uses not specified shall be consistent with Article 22.
- f. Minimum off-street parking requirements for uses within the MU/RC and MU/CI Districts may be exempted by the Zoning Administrator for any change of use or expansion of an existing building provided adequate off-street or on-street parking can be demonstrated, and such exemption does not impose an unreasonable hardship on a residential neighborhood.
- g. A maximum number of off-street parking spaces for a particular use may be imposed by the Zoning Administrator to conserve open space, or to prevent unnecessary demolition of buildings and damage to the historic integrity of a district.

**ARTICLE 22
OFF-STREET PARKING AND LOADING REGULATIONS**

SECTION 22-5 REQUIRED PARKING SPACES

22-501. Off-street parking spaces shall be provided as follows:

<u>Residential Uses:</u>	<u>Minimum Off-Street Parking Spaces</u>
Single-family and Two-family	2 spaces per unit for residences 2,000 square feet in size or less, 3 spaces per unit for residences greater than 2,000 square feet in size.
Multiple-family: Efficiency One or more bedrooms	1 space per unit 2 spaces per unit
Dormitories, fraternities, sororities	1 space for each sleeping room
Lodging houses, rental sleeping rooms in a dwelling unit	1 space per room
Nursing home, rest home or convalescent home	1 space for each 2 beds based on maximum design capacity, plus 1 space for each 3

	employee
Mobile home park or subdivision	2 spaces per unit
<u>Nonresidential Uses:</u>	
Automobile, truck, recreation vehicle, mobile home sales and rental lots	1 space per 3,000 square feet of indoor and/or outdoor display area, plus 1 space per employee, up to a maximum of 20 spaces
Automobile car wash	3 holding spaces for each stall, plus 1 drying space per stall
Banks, business or professional offices	1 space for each 200 square feet up to 1,000 square feet, plus 1 space for each 400 square feet thereafter
Bed and breakfast inns	1 space per rental unit
Bowling alleys	2 spaces for each lane or alley, plus 1 space per 4 seats in restaurant or bar area
Churches and similar places of worship	1 space for each 4 seats in the sanctuary
College	a. For colleges where 50% or more of students reside within six (6) blocks of the campus, 1 space for each 3 employees, plus 1 additional space for each 15 students enrolled b. For other colleges, 1 space for every 2 classroom seats, based on maximum design capacity
Day care or nursery schools	1 space for each 10 students enrolled, plus 1 space per employee.
Elementary, junior high schools, and equivalent parochial or private schools	1 space per classroom, plus 1 space for each 4 persons based on maximum design capacity
Fraternal associations	1 space each 4 persons based on maximum design occupancy
Funeral homes and mortuaries	1 space for each 3 seats based on maximum design capacity plus 1 space per employee
Furniture and appliance stores	1 space per 500 square feet of floor area
High school	5 spaces per each classroom
Hospitals	1 space for each 3 beds, plus 1 space for each 2 employees on a maximum shift, plus 2 spaces for each examining room for outpatient service.
Laundromats	1 space for every 3 washing machines
Manufacturing, processing, assembly plants	1 space per 2000 square feet of gross floor area
Medical and dental clinics	5 spaces for each doctor or dentist
Microbrewery/microdistillery/farm winery/other micro-production and bottling facilities	1 space per 1,000 square feet of manufacturing and storage gross floor area; 1 space for each 3 persons based on maximum design capacity for tasting room areas.
Motel and/or hotels	1 spaces per rental unit plus 1 space for each 2 employees per working shift, plus number of spaces required for any ancillary uses

Motor vehicle repair or body shop	3 per service bay
Restaurants and brewpubs with fixed seating, provided that drive-up restaurants shall provide a minimum of 10 spaces	1 space for each 3 seats
Retail stores and shops, including convenience stores at which service areas at gas pumps will not be considered required parking spaces	1 space per 200 square feet of retail area
Service stations and quick service facilities	1 space for each employee, plus 2 spaces per service bay.
Taverns, private clubs	1 space for each 3 persons based on maximum design capacity
Theaters, auditoriums, assembly places with fixed seating	1 space for each 4 seats
Theaters, auditoriums, assembly places without fixed seating	1 space for each 4 persons based on maximum design capacity
Trade, commercial schools	1 space for each 3 students and employees
Warehouse, storage, wholesale establishments	1 per 2000 square feet of gross floor area
All other uses not specified above	1 space per each 200 square feet of floor area

The Planning Commission recommends to the City Commission by a vote of 5-1 approval of the above amendments.

Attachments: Ordinance

AN ORDINANCE AMENDING ARTICLE 2, RULES, INTERPRETATIONS AND DEFINITIONS, SECTION 2-3 DEFINITIONS; ARTICLE 14, COMMERCIAL ZONED DISTRICTS C-1:C-4, TABLE 14-1; ARTICLE 15, INDUSTRIAL DISTRICTS I-1:I-2, TABLE 15-1; ARTICLE 17, MIXED USE DISTRICTS, SECTION 17-2 PERMITTED AND CONDITIONAL USES: MU/RC DISTRICT, SECTION 17-8 PARKING REGULATIONS; AND ARTICLE 22, OFF STREET PARKING REGULATIONS, SECTION 22-5, OF THE ZONING REGULATIONS, ORDINANCE NO. 3501-05, FOR THE CITY OF OTTAWA.

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

Section 1. AMENDMENTS TO ARTICLE 2, SECTION 2-3, Article 14, Table 14-1, Article 15, Table 15-1, Article 17, Sections 17-2 and 17-8, and Article 22, Table 22-5, of the City of Ottawa Zoning Ordinance #3501-05 are hereby changed.

ARTICLE 2 RULES, INTERPRETATIONS AND DEFINITIONS

SECTION 2-3 DEFINITIONS.

2-301. For the purposes of these regulations, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicates otherwise:

Brewpub. A restaurant, bar or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops and yeast into beer or ale by mashing, cooking and fermenting. The difference between a brew pub and a microbrewery is the primary operation as a food service facility or a sale by-the-drink facility.

Microbrewery. A facility that manufactures and stores not less than 100 nor more than 30,000 barrels of domestic beer during the calendar year. Along with the ability to manufacture and store, the producer may sell the beer to licensed beer distributors, retailers, public venues, clubs, drinking establishments, and caterers. The producer is allowed onsite sales of unopened containers to customers, as well as onsite service of free samples in a tasting room.

Microdistillery. A facility that manufactures and stores not more than 50,000 gallons of spirits per year. Along with the ability to manufacture and store, the producer is allowed the sale of these spirits to licensed off-site distributors, as well as the onsite sale to customers. The producer is also allowed to serve free samples onsite in a tasting room.

Farm winery. A facility that manufactures and stores domestic table wine and domestic fortified wine in a quantity not exceeding 100,000 gallons per year. Along with the ability to manufacture and store, the producer may sell the wine to licensed distributors, retailers, public venues, clubs, drinking establishments, and caterers. The producer is allowed onsite sales of unopened containers to customers, as well as onsite service of free samples in a tasting room.

Alcohol manufacturers. Higher-volume production facilities (such as breweries, distilleries and wineries) that manufacture large amounts of product each year. The size of these facilities, as well as the scale of production, indicates a heavy industrial use that may also produce levels of odor or noise. These alcohol manufacturers do not include the small scale productions allowed for brewpubs, microbreweries, microdistilleries or farm wineries.

**ARTICLE 14
COMMERCIAL ZONED DISTRICTS (C-1:C-4)**

TABLE 14-1

P = Indicates Permitted Uses

C = Indicates Conditional Uses

USE		C-1	C-2	C-3	C-4
1.	Adult businesses			C (7)	
2.	Ambulance service.			P	P
3.	Amusement places, indoor.			P	P
4.	Animal hospitals.			P (1)	P (1)
5.	Any public building or land use by any department of the City, county, state or federal government.	C (2)	C (2)	P (2)	P (2)
6.	Artists, authors, composers, studios and galleries.	P	P	P	P
7.	Auditoriums, exhibition halls, fairgrounds, stadiums and similar uses.			P	P
8.	Automobile wash services.			P	P
9.	Bed & Breakfast.	C	C		
10.	Bowling alleys.			P	P
11.	Brewpub		C	P	P
12.	Building contractors, including air conditioning, heating, plumbing and electrical.			P	P
13.	Churches, similar places of worship.	P	P	P	P
14.	Day care facilities: child care centers, day care homes, family day care homes, group day care homes and preschools.	P	P	P	P
15.	Dry cleaners and laundries, including self-service.			P	P
16.	Dwellings: a. When dwelling unit(s) located on ground floor of commercial structure, but not to exceed 50% of structure's ground floor area.	C		C	P
	b. When dwelling unit(s) located on other than ground floor of commercial structure.	P		P	P
	c. Dwelling units w/o associated commercial use.				C (8)
17.	Electric, telephone and sewer substations.	P	P	P	P
18.	Farm Winery			P(5),(9)	P(5),(9)
19.	Food catering service, lockers-storage.			P	P
20.	Fraternal, civic and social organizations.			P	P
21.	Funeral, crematory and mortuary services.	P	P	P	P

22.	Furniture repair, upholstering.			P	P
23.	Garden supplies, nurseries, greenhouses.			P	P
24.	Golf driving ranges, outdoor.			C	
25.	Health and exercise spas, gyms.	P (3)	P (3)	P	P (3)
26.	Hospitals, clinics, laboratories.	P (3)	P (3)	P	P (3)
27.	Hotels, motels.			P	P
28.	Industrial laundry and linen supply services.			C	C
29.	Kennels; boarding and breeding, when within an enclosed structure.			C	
30.	Manufactured home sales.			P	
31.	Microbrewery / Microdistillery			P(5),(9)	P(5),(9)
32.	Miniature golf.			P	P
33.	Mini-storage, self-storage.			C	
34.	Monument sales.			P	P
35.	Motor vehicle repair shops and body shops.			P (4)	C(4),(3)
36.	Nursing homes, rest homes, convalescent homes and similar facilities.	P (3)	P (3)	P	P (3)
37.	Offices: professional, business, educational, religious, philanthropic and public	P (3)	P (3)	P	P (3)
38.	Commercial printing, including newspaper publishing.			P	P
39.	Private clubs, bars, taverns and drinking establishments.			P (5)	P (5)
40.	Radio and television broadcasting studios (without transmission towers).	P		P	P
41.	Radio or television broadcasting studios (with transmission towers).			P	C
42.	Radio, television or telephone transmitting station or towers, subject to further regulations set out in Article 29.			C	C
43.	Recreational vehicles, trailers, equipment rental or sales.			P	
44.	Research-development-testing other than those involving explosives, hazardous or toxic materials.	C		P	P
45.	Restaurants.		P (3)	P	P (3)

46.	Retail sales and rental of goods and merchandise including, but not limited to: antiques; apparel; appliances; bakeries; bicycles; books and stationery; building materials; carpet and other floor coverings; cigarettes; clocks; convenience stores; farm machinery and supplies; food and groceries; furniture; hardware; heating, plumbing, and air conditioning equipment; jewelry; liquor; musical instruments; motor vehicles, parts and supplies; pet shops; pharmacies, photographic supplies and cameras; computers, office equipment and supplies; and service stations.		P (3)	P	P (3)
47.	Retail sales of services including, but not limited to: banks; barber and beauty shops; cleaning and repair; diaper services; interior decorating; lawn care and landscaping; locksmith; message service; outdoor advertising; pet grooming; photocopying and blueprinting; and stenographic, duplicating and mailing services.	C	P	P	P
48.	Schools: a. Public and private elementary schools. b. Public and private secondary schools. c. Postsecondary educational institutions. d. Business, remedial education, training and vocational schools.	C	C	C	C
		C	C	C	C
				P	P
		C	C	P	P
49.	Storage or warehousing, except for products of a highly explosive, combustible or volatile nature.			C	C
50.	Theaters, indoor.			P	P
51.	Theaters, outdoor.			C	
52.	Travel trailer parks.			C (6)	
53.	Truck wash services.			C	
54.	Wholesale establishment.			C	C (3)

(Table 14-1 added #1 07-18-07); (Table 14-1 added C to #15 01-07-15)

Permitted and conditional use footnotes:

- 7. Providing all services, runs and pens are within an enclosed building.
- 8. Except for uses of an industrial nature, and uses involving outdoor storage of materials.
- 9. Subject to intensity standards of Section 14-4.
- 10. Provided all work is performed and all materials are stored within an enclosed building. No more than three (3) vehicles or one (1) per service bay, whichever is greater, may be parked outside a building.
- 11. Provided not located within 200 feet of a church, school or hospital.
- 12. Subject to requirements set out in Section 14-11.
- 7. Provided the Adult Business:

- a. At all times holds a current and valid adult business permit issued by the City; and
- b. Complies with the following separation distances:
 - (1) For adult bookstores, adult video stores, and adult news racks, as those terms are defined in Section 11-1002 of the Ottawa Municipal Code: At least 500' from any structure lawfully used as a library, church, hospital, public or private school, public park or playground, or another adult business.
 - (2) For any other adult business, as that term is defined in Section 11-1002 of the Ottawa Municipal Code, other than those subject to subsection 7.b.(1) above: At least 1,000' from any structure lawfully used as a library, church, hospital, public or private school, public park or playground, or another adult business.

(Table 14-1-Footnote-7 added 07-18-07)

- 8. Properties in the C-4 District that do not have frontage on Main Street may be developed dwellings without an associated commercial use provided one parking space per dwelling unit is provided, at the intensity described in Section 14-4.

(Table 14-1 Footnote-8 added 01-07-15)

- 9. **For all micro-alcohol production facilities (microbrewery, microdistillery, farm winery):**
 - a. **Tasting rooms are limited to 750 square feet in size, or an appropriate size as determined by the City's Chief Building Official.**
 - b. **Only beverages produced onsite may be served in the tasting room.**
 - c. **A security plan, approved by the Police Department, must be provided prior to operation of the facility.**
 - d. **Outdoor patios should be no larger than 400 square feet, or no larger than 50% of tasting rooms larger than 750 square feet (or other appropriate size to be determined by the City's Chief Building Official) in order to minimize potential conflicts with adjoining land uses.**
 - e. **Appropriate screening (as determined by the Zoning Administrator) will be required to buffer the outdoor area from any adjoining residential districts and/or uses.**

14-303. No adult business shall be located within the boundaries of the Urban Growth Area other than as: (1) an adult business located in Franklin County's C-2 Highway Commercial District with a valid special use permit issued in compliance with Section 11-3.01 of the Franklin County Zoning Regulations, or (2) an adult business located upon land rezoned to City of Ottawa C-3 General Commercial District with a valid conditional use permit issued in compliance with Section 14-3 of the City of Ottawa Zoning Regulations.

(14-302- added 07-18-07)

**ARTICLE 15
INDUSTRIAL DISTRICTS (I-1 and I-2)**

**TABLE 15-1
Industrial Zoned Districts
Permitted and Conditional Uses**

P = Indicates Permitted Uses

C = Indicates Conditional Uses

	USE	I-1	I-2
1.	Agricultural.	P	P
2.	Airplane hangars.	P	C
3.	Alcohol Manufacturers		P
4.	Animal hospitals or veterinarian clinics.	P	P
5.	Automobile and truck wrecking or salvage yards, junk yards and scrap processing yards.		C
6.	Building material sales including lumber yards (except for ready-mix concrete and similar uses which emit dust, odor and smoke.)	P	
7.	Carpenter, cabinet, plumbing or sheet metal shops.	P	P
8.	Contractor's office and equipment storage yard.	P	P
9.	Dog kennels.	P	P
10.	Dry cleaning and/or laundry plants.	P	P
11.	Farm Winery	P	
12.	Farm implement sales and services.	P	
13.	Feed and seed stores, grain elevators.	C	P
14.	Frozen food lockers.	P	P
15.	Greenhouses and nurseries, retail and wholesale.	P	
16.	Light manufacturing, processing or fabrication operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor, smoke or other particulate matter.	P	
17.	Machine shops, tool and die shops, and similar establishments	P	P
18.	Machinery sales and storage lots, including motor vehicles.	P	C
19.	Manufacturing, processing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust fumes, gas, odor.		P
20.	Manufactured home production, storage and sales of units produced on-site.		P
21.	Microbrewery / Microdistillery	P	
22.	Motor vehicle repair.	P	P
23.	Offices and service yards for the Kansas Department of Transportation.	P	P

24.	Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.		C
25.	Public utility and public service uses including: municipal power plants; substations; lift stations; railroads; telephone exchanges, microwave towers, radio towers, television towers, telephone transmission buildings; electric power plants; and public utility storage yards.	P	P
26.	Recycling center, for collection of household recyclables including newspapers, aluminum cans and plastic containers.	C	
27.	Self-storage (mini-storage).	P	
28.	Service stations.	P	P
29.	Stockyards and slaughterhouses.		C
30.	Storage of bulk oil, gas, explosives and similar materials.		C
31.	Storage yards providing the storage yard is completely enclosed with a six foot fence or wall.		P
32.	Telecommunication towers subject to the further requirements of Article 29.	C	C
33.	Truck wash establishments.	P	
34.	Truck and rail terminals.	P	P
35.	Warehouses or storage houses.	P	P
36.	Welding shops.	C	P

SECTION 15-3 DEVELOPMENT STANDARDS

15-301.

- a. A building, structure or use, allowed in either or both the I-1 and I-2 Districts, may occupy all that portion of a lot except for the area required for off-street parking, off-street loading and unloading and their access roads and/or arterial or collector streets as otherwise required in this Article or Article 24. (15-301-a revised 09-05-07)
- b. When the required off-street parking and/or required loading and unloading will be provided within the building or structure, the building or structure may cover the entire lot except as otherwise required for arterial and/or collector streets in Article 24. (15-301-b revised 09-05-07)
- c. No retail sales or service shall be permitted except when incidental or accessory to a permitted use or except when specifically permitted pursuant to this Article. Further, the portion of the building or structure used for such retail sales or service shall not exceed ten (10) percent of the total square footage of the building or structure.
- d. No building shall be used for residential purposes, except a watchman may reside on the premises.
- e. Except where otherwise expressly prohibited by these regulations, outside storage may be maintained provided the view of non-retail storage areas is screened from streets and residential areas by a solid or semi-solid fence, wall or vegetation at least six (6) feet in height and having a visual density of at least ninety (90) percent.
- f. **For all micro-alcohol production facilities (microbrewery, microdistillery, farm winery):**

- a. Tasting rooms are limited to 750 square feet in size, or an appropriate size as determined by the City's Chief Building Official.
- b. Only beverages produced onsite may be served in the tasting room.
- c. A security plan, approved by the Police Department, must be provided prior to operation of the facility.
- d. Outdoor patios should be no larger than 400 square feet, or no larger than 50% of tasting rooms larger than 750 square feet (or other appropriate size to be determined by the City's Chief Building Official) in order to minimize potential conflicts with adjoining land uses.
- e. Appropriate screening (as determined by the Zoning Administrator) will be required to buffer the outdoor area from any adjoining residential districts and/or uses.

**ARTICLE 17
MIXED USE DISTRICTS (MU)**

SECTION 17-2 PERMITTED AND CONDITIONAL USES: MU/RC DISTRICT

17-202. In the MU/RC District no buildings, land or premises shall be used and no building or structure shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:

a. Permitted Uses.

- 1. Any use permitted in the R-2 or R-3 zoning districts.
(17-201-a1 Revised 11-06-06)
 - a. Except schools would be a conditional use.

- 2. Any use permitted in the C-1 or C-2 zoning districts.

b. Conditional uses.

- 1. Any use allowed as a conditional use in the R-2 or R-3 zoning districts.
(17-201-b1 Revised 11-06-06)

- 2. Any use allowed as a conditional use in the C-1 or C-2 zoning districts.

- 3. Allow mini-storage as a conditional use.
(17-201-b3 Revised 09-04-13)

- 4. Allow brewpubs as a conditional use.

SECTION 17-3 PERMITTED AND CONDITIONAL USES: MU/CI DISTRICT

17-302. In the MU/CI District no buildings, land or premises shall be used and no building or structure shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:

a. Permitted uses.

- 1. Any use permitted in the C-3 zoning district.
- 2. Any use permitted in the I-1 zoning district, Dry cleaning and/or laundry plants, Offices and

service yards for the Kansas Department of Transportation, Truck wash establishments, and Truck and rail terminals.

(17-301-a2 Revised 07-10-10)

- b. Conditional uses.
 - 1. Any use allowed as a conditional use in the C-3 zoning district.
 - 2. Any use allowed as a conditional use in the I-1 zoning district.

SECTION 17-8 PARKING REGULATIONS

17-801. Parking regulations for the MU/RC and MU/CI Districts are as follows:

- a. Residential dwellings: One space per dwelling unit.
- b. Private clubs, brewpubs, drinking establishments, and restaurants with fifty (50) percent of gross income in food sales: One space per four occupants permitted.
- c. Private clubs, drinking establishments, and restaurants with fifty (50) percent of gross income in alcohol or cereal malt beverage sales: One space per three (3) occupants permitted.
- d. Retail and office uses: One space per three hundred (300) square feet of floor area.
- e. All other uses not specified shall be consistent with Article 22.
- f. Minimum off-street parking requirements for uses within the MU/RC and MU/CI Districts may be exempted by the Zoning Administrator for any change of use or expansion of an existing building provided adequate off-street or on-street parking can be demonstrated, and such exemption does not impose an unreasonable hardship on a residential neighborhood.
- g. A maximum number of off-street parking spaces for a particular use may be imposed by the Zoning Administrator to conserve open space, or to prevent unnecessary demolition of buildings and damage to the historic integrity of a district.

**ARTICLE 22
OFF-STREET PARKING AND LOADING REGULATIONS**

SECTION 22-5 REQUIRED PARKING SPACES

22-501. Off-street parking spaces shall be provided as follows:

<u>Residential Uses:</u>	<u>Minimum Off-Street Parking Spaces</u>
Single-family and Two-family	2 spaces per unit for residences 2,000 square feet in size or less, 3 spaces per unit for residences greater than 2,000 square feet in size.

Multiple-family: Efficiency One or more bedrooms	1 space per unit 2 spaces per unit
Dormitories, fraternities, sororities	1 space for each sleeping room
Lodging houses, rental sleeping rooms in a dwelling unit	1 space per room
Nursing home, rest home or convalescent home	1 space for each 2 beds based on maximum design capacity, plus 1 space for each 3 employee
Mobile home park or subdivision	2 spaces per unit
<u>Nonresidential Uses:</u>	
Automobile, truck, recreation vehicle, mobile home sales and rental lots	1 space per 3,000 square feet of indoor and/or outdoor display area, plus 1 space per employee, up to a maximum of 20 spaces
Automobile car wash	3 holding spaces for each stall, plus 1 drying space per stall
Banks, business or professional offices	1 space for each 200 square feet up to 1,000 square feet, plus 1 space for each 400 square feet thereafter
Bed and breakfast inns	1 space per rental unit
Bowling alleys	2 spaces for each lane or alley, plus 1 space per 4 seats in restaurant or bar area
Churches and similar places of worship	1 space for each 4 seats in the sanctuary
College	a. For colleges where 50% or more of students reside within six (6) blocks of the campus, 1 space for each 3 employees, plus 1 additional space for each 15 students enrolled b. For other colleges, 1 space for every 2 classroom seats, based on maximum design capacity
Day care or nursery schools	1 space for each 10 students enrolled, plus 1 space per employee.
Elementary, junior high schools, and equivalent parochial or private schools	1 space per classroom, plus 1 space for each 4 persons based on maximum design capacity
Fraternal associations	1 space each 4 persons based on maximum design occupancy
Funeral homes and mortuaries	1 space for each 3 seats based on maximum design capacity plus 1 space per employee
Furniture and appliance stores	1 space per 500 square feet of floor area
High school	5 spaces per each classroom
Hospitals	1 space for each 3 beds, plus 1 space for each 2 employees on a maximum shift, plus 2 spaces for each examining room for outpatient service.
Laundromats	1 space for every 3 washing machines

Manufacturing, processing, assembly plants	1 space per 2000 square feet of gross floor area
Medical and dental clinics	5 spaces for each doctor or dentist
Microbrewery/microdistillery/farm winery/other micro-production and bottling facilities	1 space per 1,000 square feet of manufacturing and storage gross floor area; 1 space for each 3 persons based on maximum design capacity for tasting room areas.
Motel and/or hotels	1 spaces per rental unit plus 1 space for each 2 employees per working shift, plus number of spaces required for any ancillary uses
Motor vehicle repair or body shop	3 per service bay
Restaurants and brewpubs with fixed seating, provided that drive-up restaurants shall provide a minimum of 10 spaces	1 space for each 3 seats
Retail stores and shops, including convenience stores at which service areas at gas pumps will not be considered required parking spaces	1 space per 200 square feet of retail area
Service stations and quick service facilities	1 space for each employee, plus 2 spaces per service bay.
Taverns, private clubs	1 space for each 3 persons based on maximum design capacity
Theaters, auditoriums, assembly places with fixed seating	1 space for each 4 seats
Theaters, auditoriums, assembly places without fixed seating	1 space for each 4 persons based on maximum design capacity
Trade, commercial schools	1 space for each 3 students and employees
Warehouse, storage, wholesale establishments	1 per 2000 square feet of gross floor area
All other uses not specified above	1 space per each 200 square feet of floor area

Section 3. REPEALER. Previous ordinances and any parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. EFFECTIVE DATE; PUBLICATION. This Ordinance shall take effect amending the Zoning Ordinance #3501-05 for the City of Ottawa, Kansas, and be in full force from and after its publication in the official city newspaper.

PASSED AND ADOPTED by the governing body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

Attest:

City Clerk