

**LOUISBURG CITY COUNCIL  
REGULAR MEETING  
MARCH 6, 2023  
6:30 P.M.**

Livestream link: <https://boxcast.tv/view/louisburg-city-council-3-6-23-xvki0yqcwmfzwpazqbzl>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CONSENT AGENDA
  - A. Adopt Agenda
  - B. Approval of Minutes of the regular meeting February 21, 2023, and the February 24, 2023, special meeting
  - C. Approval of the Bills
4. RECOGNITION OF SCHEDULED VISITORS

Fred Brucker – Discussion of Backflow Inspections
5. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only. Please state your name and address.
6. DEPARTMENT REPORTS

Finance – Investment Strategy

Public Works – Landscape Maintenance Bids
7. CITY ATTORNEY’S REPORT
8. MAYOR’S REPORT
  - A. Suddenlink
  - B. Sewer Claim
  - C. Future Stormwater Projects
  - D. Application Review and Interview Committee – Director of Community Development

9. ADMINISTRATOR'S REPORT

A. Stormwater Projects – Bidding Process

B. MARC Regional Resource Sharing Agreement Consideration

C. Master Planning Review

D. Executive Session – Non-Elected Personnel

E. Executive Session – Non-Elected Personnel

10. COUNCIL/COMMISSION REPORTS

11. ADJOURNMENT

**CITY OF LOUISBURG, KANSAS  
MINUTES OF REGULAR MEETING  
FEBRUARY 21, 2023**

**Livestream:** <https://boxcast.tv/view/louisburg-city-council-22123-jhdherlg4qfxs6xfb4sr>

The Council of the City of Louisburg, Kansas, met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Donna Cook presiding. Councilmember Scott Margrave arrived at 7:45 p.m. Councilmember Clint Ernst was absent.

Council Members Steve Town, Scott Margrave, Tiffany Ellison, TJ Williams  
City Administrator Nathan Law  
Finance Director Rick Mikesic  
Police Chief Josh Weber  
Fire Chief Gerald Rittinghouse  
Public Works Supervisor Craig Hufferd  
Communications Coordinator/Recording Secretary Jean Carder  
City Attorney Jared Anderson

**PLEDGE OF ALLEGIANCE**

Councilmember Steve Town led the pledge of allegiance.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Cook said there were several agenda items that would need to be moved. She said she would like to move her requested executive session and then approve appointments to after Councilmember Scott Margrave arrives.

Councilmember TJ Williams moved, seconded by Councilmember Town and carried 3-0, to adopt the adjusted agenda.

Councilmember Tiffany Ellison moved, seconded by Councilmember Williams and carried 3-0, to approve the minutes.

Councilmember Town moved, seconded by Councilmember Ellison and carried 3-0, to approve the bills list.

**SCHEDULED VISITORS**

None

**PUBLIC COMMENTS**

Thorvald McKiernan, S. 11<sup>th</sup> St., said he was on the Council when the Amity Trail started. He said he thinks the trail can be constructed for less money. He encouraged Council to cancel the contract and use the money to fund other projects.

## **EXECUTIVE SESSION**

Councilmember Town moved, seconded by Councilmember Ellison and passed 3-0, to go into executive session to consult with the City Attorney as allowed by KSA 75-4319(b)(2) for an attorney consultation for time deemed as privileged with the required presence of the City Administrator and Municipal Judge for 10 minutes with the open meeting to resume at 6:50 p.m. Administrator Law said the judge will attend by interactive communication.

Council returned to open meeting at 6:51 p.m. with a motion by Town, seconded by Ellison and passed 3-0, to return to executive session to consult with the City Attorney as allowed by KSA 75-4319(b)(2) for an attorney consultation for time deemed as privileged with the required presence of the City Administrator and Municipal Judge for 10 minutes with the open meeting to resume at 7 p.m.

Council returned to open meeting at 7 p.m.

## **DEPARTMENT REPORTS**

**Police** – Chief Weber told Council he would like to hire Brian McMaster as a new officer. McMaster lives in the area and will need to go through law enforcement training. Weber said McMaster has some experience working security. Councilmember Ellison asked if new hires will have to fulfil the 2-year commitment to earn bonuses. Weber said that is correct. Councilmember Town moved, seconded by Councilmember Williams and passed 3-0, to hire McMaster at pay scale 4-2B. Weber introduced McMaster who was in attendance and is able to start soon as he has already provided 2-week notice at his current employer.

Weber said his staff is still working on cleaning out the evidence room. Weber said the internet provider has adjusted the service speed and they will continue to evaluate. Employment flyers are going out. Unit 8 has some mechanical issues. Weber said it's a pricey repair so he is soliciting additional bids. He is also checking with other agencies to see if this might be a model issue.

Mayor Cook asked Weber if he will have information for new vehicles for the budget process. Weber said he is currently checking with other agencies to see if they might have information on hardline maintenance costs to see if one patrol car brand is better than another.

**Fire** – Chief Rittinghouse said his department has responded to 54 calls so far this year in the city and county. He reminded everyone that anything brown is fuel and said we are approaching the season for grass fires. He said even a few good rains will not cure this problem.

**Public Works** – no report

**Administration** – no report

**City Attorney** – no report

## **MAYOR'S REPORT**

Mayor Cook asked if we are still having issues with Suddenlink. Administrator Law said we are still helping residents with reporting issues. Ellison asked if they are done. Law said they are with construction. Ellison said there is a communication box near Amity & Summerfield with the lid off. She isn't sure to whom the equipment belongs.

## **Administrator's Report**

**Dog Park** – Administrator Law said the Council had asked Staff to take this topic to the Park & Tree Board for discussion of a location for a dog park on city property. Law said the board reviewed the options presented by council and in addition discussed locations at Lewis-Young Park. Law said the only motion that was approved by the Park board was for the location on the east side of the Aquatic Center. Councilmember Town said that area has a slope to it and asked if it would be suitable. Law said it does slope going north to south but the slope is not so steep to eliminate it from consideration. Town asked if there would be a need for additional parking at that location. Law said parking could be added along Wildcat Drive if needed. There is also potential parking at the nearby school property. Law said when the pool is open there might be a parking concern but would be fine for the off season. Mayor Cook asked if Staff had talked with the insurance company about any additional liability. Law said he has not but can get that information and return it to Council. He said it will really come down to posted rules and be individual responsibility. Dog park organizers Michelle Olson and Jessica Crozier both said the east side of the pool is preferred over the west side of the pool as it is a bit further away from the pool. Councilmember Williams moved to locate the dog park on the east side of the pool. Councilmember Ellison seconded the motion. Councilmember Town asked if we need to put in a parking area prior to opening. Law said he thinks that would be needs driven. Town said most dog parks are level without a slope. He said he thinks the location might be too steep. Olson and Crozier said they looked at the site and think it will be suitable. Crozier said many parks have varied terrain and having a space for a dog to run is the best. Councilmember Ellison asked if the city would establish the rules. Law said it would. The motion passed 3-0.

**Streets RFP** – Law said Public Works Supervisor Hufferd provided additional information from the RFP update. This includes the original street list and additional streets from Councilmember Town. Costs range from \$379,940 for Option 1, \$360,171 for Option 2 and \$516,945 for Option 3. Williams asked Hufferd if these streets would cost more if they were not included in this year's list or if there might be issues if not included. Hufferd said these streets would be on the list within the next few years regardless. Williams asked Town if any of these added streets could be a liability. Town said no but thinks they should be added to the list for next year. Williams asked what was budgeted for street work. Law said \$700,000 is in the current year for streets, crack seal and pavement striping. Hufferd said crack seal is about \$75,000. Law said if the Council is inclined to add additional streets it is still within the budgeted amount. Mayor Cook said she would rather hold off on streets to next year if they aren't critical and would save \$140,000. Councilmember Ellison asked for clarification on the options. Williams said Option 1 follows the original schedule. Option 3 is the schedule plus Town's recommendations. Option 2 is a mix and match of the schedule and Town's recommendations. Councilmember Williams

moved, seconded by Town and carried 3-0, to approve Option 1 as proposed for street improvements for 2023.

**Natural Gas System Operation** – Administrator Law said that Black Hills Energy rescinded their lowest bid based on the re-released RFP and USDI provided a new bid based on the adjusted response time. Bids from three different companies were received. Councilmember Williams suggested the City should look into a multi-year deal but that could be done in the future and suggested that USDI is chosen and to entertain the notion of a reduced cost for a multi-year deal. Hufferd suggested going with a one-year deal to make sure the operations run smoothly and then consider a multi-year deal after the first year. Williams moved, and Ellison seconded and carried 3-0, to approve the one-year contract with USDI for \$117,000 to take over the natural gas systems operations. Town asked if the company would be evaluated prior to any future negotiations. Law said it would.

**Amity Trail** – Law said the current discussion is whether or not to continue with the trail construction. Williams asked if we had reached out to the property that was potentially be impacted. Law said we had not as the trail is now adjacent to but does not impede the residential property. Williams asked if the trail will be on the Vintage Park driveway. Law said it is a bit but Vintage Park officials are aware and have provided approval for the trail. Cook asked if we had determined what it would cost to build the trail in-house. Law said no and a final decision does not need to be made at this meeting. He can put together potential costs and bring back. Ellison asked about lighting. Law said the Park & Tree Board is currently looking at lighting to possibly be placed in places along the Lake trail and this trail could be added to that project. Ellison said she thinks visibility and safety is an issue. She said she thinks we can accomplish this trail on our own more quickly and cheaper. Cook asked councilmembers if they would like to table this. Town asked to have it tabled to allow Law to provide additional costs or other options. Law said he would bring this back at a future meeting. Williams said if the trail traveled north on Rogers Road to Amity the building at that corner would likely pose setback issues. Law said it would which was why this location was chosen. Ellison asked if any of the neighbors had been contacted. Law said they have not as the trail is not placed on their properties.

**Ordinance to Remove State Residency Requirement** – Law described this ordinance and said it removes a residency requirement for some appointed officers as currently required by City Code. City Attorney Anderson said he has reviewed this ordinance and there are no concerns. Ellison asked if licensing requirements will still be tied to Kansas licenses. Anderson said this change will apply to all appointed officers with the exception of the city attorney, city judge and law enforcement officers as outlined in K.S.A. 15-204.

**Councilmember Scott Margrave arrived at the meeting at 7:45 p.m.**

Law said to change the residency requirement for those three appointed positions would require a Charter Ordinance. Town moved, seconded by Ellison and carried 4-0, to accept Ordinance 1180 as presented.

**Executive Session** – Mayor Cook asked for the requested second executive session since Councilmember Margrave arrived at the meeting. Ellison moved, seconded by Margrave and

carried 4-0, to move into executive session to discuss non-elected personnel as allowed by K.S.A. 75-4319(b)(1) with the required presence of the City Administrator for 15 minutes and to resume in open meeting at 8:05 p.m.

Council returned to open meeting at 8:07 p.m. with a motion by Ellison, seconded by Williams and carried 4-0, to return to executive session to discuss non-elected personnel as allowed by K.S.A. 75-4319(b)(1) with the required presence of the City Administrator for 15 minutes and to resume in open meeting at 8:25 p.m.

Council returned to open meeting at 8:26 p.m. with a motion by Ellison, seconded by Town and carried 4-0, to return to executive session to discuss non-elected personnel as allowed by K.S.A. 75-4319(b)(1) with the required presence of the City Administrator for 15 minutes and to resume in open meeting at 8:44 p.m.

Council returned to open meeting at 8:44 p.m. with a motion by Ellison, seconded by Town and carried 4-0, to return to executive session to discuss non-elected personnel as allowed by K.S.A. 75-4319(b)(1) with the required presence of the City Administrator for 10 minutes, then amended that to 15 minutes, to resume in open meeting at 9 p.m.

At 9:03 Council resumed the meeting in open session.

**Appointments** – Mayor Cook said all appointments but City Clerk and City Attorney will be filled and those will be named at a later date. Cook asked for a motion to accept her appointments. Williams moved to accept those appointments. Ellison seconded the motion. Motion carried 3-1 (Town voting no). Cook told Law she would provide an official appointment list to him.

**Building Code Modifications/Waiver Process** – Law said this was discussed in the earlier workshop and City Code allows for the Building Official to provide exceptions to certain building requirements. Law said this authority exists but there is no process or policy for providing an exception. Law said this generally falls under the public officer which is him but would likely be delegated to the appropriate staffer and likely the community development director once hired. Ellison noted since this position might take a bit to hire, asked if there is anything pressing that would require this. Law said there is not. He said some requirements that could be waived include items like stamped plans but building codes still need to be followed. He has no concerns if the Governing Body is ok. Town asked what happens if something is waived in the meantime. Law said it is not waiving code requirements, things still have to be built to the code requirements and will be inspected as such. No action was taken.

**Appointment of City Prosecutor** – Cook said this could not be filled until the residency ordinance was approved earlier in the meeting. Law said the ordinance has to be published and is scheduled to publish in the next day's newspaper. Law said the council could provide pending approval per publication and would be legal after published. Cook asked for a motion to approve Angela Fitle as the prosecutor. Town made that motion, seconded by Williams and approved 4-0.

**Master Planning Review** – Law said he is happy to answer any questions about the master plan review memo the Council has in front of them. Ellison said there was discussion by Council in

November 2019 based on the drawing attached in the memo to approve a downtown pavilion at the estimated cost of \$769,783.33. She wanted to follow up with that. Law said it was approved but later stripped out in the budget process. Ellison said in October of 2019 it was listed as a budgeted item for 2021. Law said there likely was a change in the process that would have put a stop to that, which has happened over the years. Town said the cost of the project put it at the bottom of the budget items. Law said most recent discussion had been a covered pavilion with roll-up sides. Williams said one-third of the sale of the city-owned property, minus \$80,000 for a new city sign, was allocated to that structure. Ellison asked what needs to happen to move forward. Law said we could go back to McClure to get a new drawing. This was a preliminary concept. Cook asked if this will be brought back. Law said there needs to be a budget consideration.

### **COUNCIL REPORTS**

**Williams** – He said he received a complimentary email about Staff’s response to a recent water leak.

**Ellison** – Because of tonight’s council meeting, she was unable to attend the LRC meeting. She appreciated the update on the HAWK signal that was provided by Law during the workshop.

**Margrave** – nothing to report

**Town** – nothing to report

### **ADJOURNMENT**

At 9:20 p.m., Williams moved, seconded by Margrave and carried 4-0, to adjourn the meeting.

Approved:

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Donna Cook, Mayor

Attest:

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Jean Carder, recording secretary



## 2023 Appointments

(approved 2/21/23)

### **CITY STAFF: (1 year)**

CITY CLERK	to be filled
FINANCE DIRECTOR	Richard Mikesic
TREASURER	Richard Mikesic
CITY ATTORNEY	to be filled
CITY PROSECUTOR	Angela Fitle
MUNICIPAL COURT JUDGE	Jacklyn Paletta
POLICE CHIEF	Josh Weber
PUBLIC OFFICER	Nathan Law
FIRE CHIEF	Gerald Rittinghouse

### **Commissioner: (1 year)**

PARK BOARD/MDCPUA	Steve Town
FINANCE	Tiffany Ellison
FOX HALL/CEMETERY	Scott Margrave
PUBLIC SAFETY	Steve Town/Clint Ernst
PUBLIC IMPROVEMENTS, PLANNING ZONING	TJ Williams
PUBLIC WORKS, STREETS, LRC	Tiffany Ellison
HISTORICAL PRESERVATION	Steve Town/Clint Ernst
BOARD OF ZONING APPEALS	TJ Williams

**PRESIDENT OF THE COUNCIL/PRO-TEM:(1 YEAR)** to be voted on at later date

### **OFFICIAL DEPOSITORIES: (1 YEAR)**

First National Bank, First Option Bank, Landmark Bank, Bank Midwest

### **Official Newspaper: (1 year)**

Miami County Republic

**Commissions/Boards open seats:**

<u>Commission</u>	<u>Current appointee</u>	<u>End of term</u>
PLANNING	Jason Crooks (outside city limits)	2026
	Carol Aust	2026
PARK & TREE BOARD	Jack Kline	2026
	Michael McClellan	2026
HISTORIC PRESERVATION COMMISSION	Doug Carder	2026
	Heather Wilson	2026
<i>FOX HALL/CEMETERY (2 members to be appointed to 1-year term, 2 members appointed to 2-year term, 1 member appointed to 3-year term per ordinance 1170 approved 8/22)</i>		
	Dennis Deshazer	2026-3 yr term
	Debbie Landau	2025-2 yr term
	Mis Brummel	2024-1 yr term
	George Karnaze	2025-2 yr term
	Marcia Cook	2026-3 yr term
BOARD OF APPEALS	Brad Livingston, mechanical & plumbing professional	
Fox Hall caretaker	to be filled	

**CITY OF LOUISBURG, KANSAS  
MINUTES OF SPECIAL MEETING  
February 24, 2023**

Livestream link:

<https://boxcast.tv/view/louisburg-city-council-special-meeting-t6nhezgtvlgwqj803d2v>

The Council of the City of Louisburg, Kansas met at 9 a.m. in special session in the City Hall Council Chambers. Mayor Donna Cook presiding.

Council Members Steve Town, Tiffany Ellison, Clint Ernst, TJ Williams  
City Administrator Nathan Law  
Recording Secretary Jessica McGowin

**CALL OF SPECIAL COUNCIL MEETING**

Mayor Donna Cook read the following statement, the undersigned Mayor of the City of Louisburg, Kansas having received a request for a special meeting of the Governing Body of said city, do by these present, call a special council meeting of the City of Louisburg, Kansas for the purpose set forth in the foregoing request.

**APPOINTMENT**

Mayor Cook requested the Governing body approve her appointment of Kelly Bond as Acting City Clerk.

Council Member Steve Town moved, seconded by Council Member Clint Ernst to appoint Kelly Bond as the Acting City Clerk. Motion carried 3-1 with Council Member Town voting no.

Council Member Town asked if there could be discussion, Mayor Cook stated that this was a temporary appointment. Council Member Town asked if this meant that Traci Storey was no longer employed. Mayor Cook responded yes.

Council Member Ernst asked if this was the only appointment for the meeting. Mayor Cook stated that it was.

**ADJOURNMENT**

At 9:03 a.m. Council Member Ernst moved, seconded by Council Member TJ Williams, and carried 4-0 to adjourn the meeting.

Approved:

\_\_\_\_\_  
Donna Cook, Mayor

Attest:

\_\_\_\_\_  
Jessica McGowin, Recording Secretary

### BILLS LIST 3-6-2023

ADP, INC	1,097.00	TAX REPORTING & W-2'S
AFLAC INS	757.00	INSURANCE
BASCOM-TURNER INSTRUMENTS	296.00	FIX/CALIBRATE CGI
BLUE CROSS/BLUE SHIELD	28,996.11	HEALTH INSURANCE - ALL
CONWAY, LINDSEY	100.00	DEPOSIT REFUND - FOX HALL
CORE & MAIN	1,533.84	RESTOCKING SUPPLIES - GAS
EXAMINETICS, INC.	2,335.00	ANNUAL FIT TEST - GAS
FOX COMMUNITY HALL	350.00	C/C REIMBURSEMENT - FOX HALL
GFOA	160.00	MEMBERSHIP - BOND
GODFREY'S	131.58	TACTICAL GEAR - POLICE
GORDON CPA LLC	6,430.00	2022 AUDIT
GRAINGER W.W.INC	75.06	SUPPLIES - WWTP
GRIFFIN, BRITTANY	100.00	DEPOSIT REFUND - FOX HALL
HEARTLAND PRINT & DESIGN	1,794.67	NEWSLETTER
JJ CLEANING	1,000.00	CLEANING - POLICE & ADMIN
KANSAS STATE TREASURER	185.00	JANUARY COURT COLLECTIONS
LEAGUE KANSAS MUNICIPALITIES	31.00	LABOR LAW POSTER - POLICE
LINDE GAS & EQUIPMENT	63.56	TESTING - GAS
LOUISBURG ATHLETIC CLUB	162.50	MEMBERSHIPS
LOUISBURG FORD	362.86	REPAIRS - POLICE
MDC PUA	91,297.09	WATER
MULTIPLICITY LLC	5,911.34	UPFITTING/DECOMMISSION VEHICLE
O'LEARY WINDOW WASHING	313.00	WINDOW CLEANING-PD,FIRE,ADMIN
OLSSON ASSOCIATES	5,840.00	STORMWATER PROJ 020-30400
QUADIENT FINANCE USA INC	300.00	POSTAGE
SCHENDEL PEST SERVICES	448.67	MOLE CONTROL - LEWIS YOUNG
SCHULTZ, LESLIE	800.00	ENHANCED FLIP - BUSINESS
STAPLES ADVANTAGE	184.00	BINDERS/MISC OFFICE
STRAHM, ANGELA	800.00	ENHANCED FLIP - BUSINESS
SUMNER ONE	62.00	COPY SERVICES - ADMIN
VISA	7,801.70	SUPPLIES/TRAINING/MEMBERSHIPS
WAGeworks	9.75	FSA SERVICE - PAYROLL
WYATT, PAIGE	125.00	DEPOSIT REFUND - FOX HALL
<b>CLAIMS TOTAL</b>	<b>159,853.73</b>	



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## City of Louisburg Landscaping and Bed Maintenance

**To:** Mayor and City Council  
**From:** Craig Hufferd, Public Works Supervisor  
**Date:** March 2, 2023  
**Re:** Landscaping and Bed Maintenance

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**BIDS:**

Staff received two bids for Landscaping and Bed Maintenance. Care and maintenance of city owned properties S Broadway from Amity to S 3<sup>rd</sup> St with half blocks east and west off intersecting streets, Police Station, Fire Station, Weers Park and Flower bed at the corner of S Mulberry St and S 2<sup>nd</sup> St.

<u>Greener Expectations</u>	One time remove mulch	\$8000.00
	Fertilization/Weed Control	\$60.00 per hour
	Mulch Beds and cutback plants	\$8350.00
	Landscape Bed/Parking Lot Mnt.	\$125.00 per hour

<u>C&amp;M Creations</u>	One time remove mulch	\$4400.00
	Fertilization/Weed Control	\$600.00
	Mulch Beds and Cutback plants	\$3300 + \$110 per hour
	Landscape Bed/Parking Lot Mnt.	\$110.00 per hour

**RECOMMENDATION:**

Discuss and direct staff

# Memo

To: Louisburg Governing Body

From: Nathan Law

Date: March 2, 2023

Re: Stormwater Projects – Bidding Process

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Background: Staff was directed at the September 19, 2022, meeting to proceed with design work to finalize two projects on the list of stormwater priority projects based on the list of priority stormwater projects as amended by Council. The final plan designs have been received, as well as bidding documentation for the projects. At this time staff is requesting Council direction on bidding services. The options for services include retaining Olsson for this process or bidding out. A prior estimate for these services was \$5,000 for preparing notice to bidders and issuing documents, answering questions and preparing addenda, and reviewing and evaluating bids. The project specifications for these two projects currently include 384 pages consisting of bidding requirements, contract documents, conditions of contract, technical specifications, and construction drawings (to be provided as attachments). This packet of information utilizes in-house engineering documents as well as Engineers Joint Contract Documents Committee (EJCDC) contract forms, and American Public Works Association (APWA) KC Metro Chapter.

In-house forms include Invitation for Bids; Documentation of Authority to Sign; Performance and Maintenance Bond; A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative; Project Special Provisions; and Measurement and Payment.

EJCDC forms include Instruction to Bidders; Bid Form; Bid Bond; Agreement Between Owner and Contractor for Construction Contract; Payment Bond; Standard General Conditions of the Construction Contract; and Supplementary Conditions.

APWA forms include Construction and Material Specifications, Grading and Site Preparation; Construction and Material Specifications, Erosion and Sediment Control; Construction and Material Specifications, Paving; Construction and Material Specifications Sewers, Incidental Construction; Construction and Material Specifications, Seeding, Sodding and Overseeding; Construction and Material Specifications, Sanitary Sewers; and Construction and Material Specifications, Storm Sewers.

Financial Consideration: Estimated \$5,000 bidding service estimate. There will be additional future cost for construction observation. No estimate currently exists for construction observation but has been

approximately 8.4-11.3% of past infrastructure extension projects, which would reflect \$65,037.34 - \$87,490.70 for the current estimated cost of construction for these two identified projects, combined total of \$774,254.

Between current Stormwater fund balance of \$376,994.58, full allocation of the \$701,172.70 American Rescue Plan Act (ARPA) distributions previously approved for these projects (with interest), and \$250,000 Miami County ARPA funding previously approved for these projects, there is currently \$1,328,167.28 available for the potential combined total of \$866,744.70 for bidding, construction, and construction observation.

With the available funding and estimated expenses above, the remainder of the two figures currently leaves \$461,422.58. If only ARPA funding is used for the two projects, that leaves \$84,428.00 ARPA funds and the full current Stormwater fund balance of \$376,994.58. Those funds are available for other stormwater projects for the utility funds, and available for acceptable uses for the ARPA funds.

Legal Consideration: None.

Recommendation: Discuss as desired and direct staff accordingly.



# Memo

To: Louisburg Governing Body

From: Nathan Law

Date: March 2, 2023

Re: MARC Regional Resource Sharing Agreement Consideration

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**Background:** Staff was provided by Miami County Emergency Management Coordinator with a draft resolution to be considered, and since approved, by the Board of County Commissioners. The resource sharing agreement has been in development since prior to COVID-19 and will not replace but rather supplement any other mutual aid agreements established by the City of Louisburg. This sort of agreement is focused on large-scale events.

The resource sharing concept was discussed by the Regional Homeland Security Coordinating Committee. This is one of many committees within Mid-America Regional Council (MARC). The recommendation was approved by the MARC Board of Directors in December of last year. Since that time the various emergency management professionals have been providing this option to local jurisdictions within the nine-county region.

The cities of Osawatomie and Paola have adopted resolutions for this consideration.

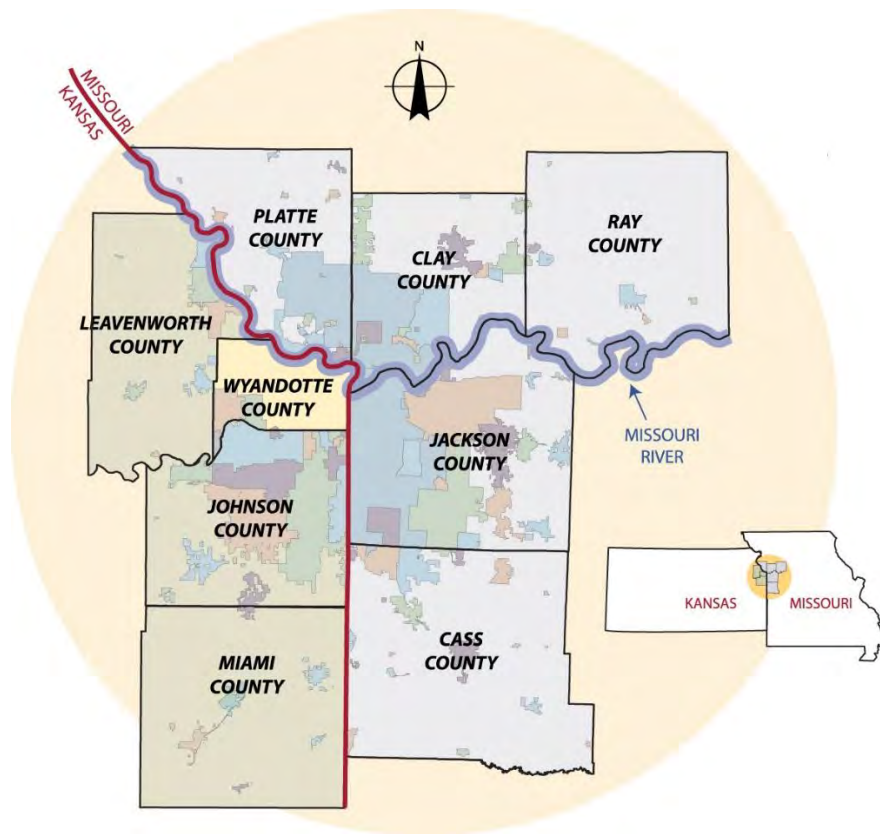
**Financial:** None at this time.

**Legal:** Attached with this memorandum is the full text of the agreement document as finalized in December. Local participation is determined by adoption of a resolution.

**Recommendation:** Review agreement details and consider participation in the regional resource sharing and direct staff accordingly.



Greater Kansas City  
Regional Resource Sharing  
Agreement  
for Emergency Response and Recovery





## Greater Kansas City Regional Resource Sharing Agreement

### Preamble

This agreement is designed to strengthen the local **jurisdiction's ability to provide and request** assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

### Article I: Purpose and Scope

1. AGREEMENT OF LAST RESORT – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. NON-OBLIGATORY – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. NO PENALTY RESERVATION – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the **protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.**
4. COMPREHENSIVE – This Agreement may be applied to share any resource or asset under **the Assisting Jurisdiction's control.**
5. NON-DECLARATIVE – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. INTERJURISDICTIONAL RELATIONSHIPS — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction’s request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned **to the supplying agency. A Party’s written withdrawal** from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

### Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- **Allows for optimal use of the region’s resources, reducing the need to duplicate** expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

### Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

#### Article IV: Definitions

**Assisting Jurisdiction:** A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Authorized Representative:** The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

**Emergency Management Agency:** The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

**Emergency or Disaster:** Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

**Mutual Aid:** A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

**Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of **the Assisting Jurisdiction's personnel and equipment to their regular place of work or** assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

**Personnel Licensure Compact:** A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

**Requesting Jurisdiction:** A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Special District: A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

#### Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

#### Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

#### Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

#### Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

#### Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
  - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their **jurisdiction's local Emergency Manager** if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

## Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

## Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the **Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.**

## Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

## Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

**The Federal Emergency Management Agency's National Response Framework and state laws** enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been **declared. The federal government has in recent years encouraged a "Whole Community"** approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.



The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

### Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

Download: [ICS 213 RR Modified Resource Request Form](#)

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

Signatory:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

Organization  
Address  
City, State, Zip

Official Notices:

For: [Organization]

[Name]  
[Title]  
Email: [ ]

For Legal Notices – Email as above with  
paper copy mailed to:

[Organization]  
ATTN: [Legal Point of Contact]  
[Address]  
[City, State, Zip]

For: Mid-America Regional Council

Erin Lynch, Emergency Services and  
Homeland Security Program Director  
Email: [elynch@marc.org](mailto:elynch@marc.org)

For Legal Notices – Email as above with  
paper copy mailed to:

Mid-America Regional Council  
ATTN: Erin Lynch  
600 Broadway Blvd #200  
Kansas City, MO 64105

## Appendix A: Authorities and References

Level of Gov.	Document	Citation/Statute	Authority/ Responsibility
Federal	<a href="#">Stafford Act</a>	<a href="#">44 CFR Section 206</a>	DHS/FEMA – emergency response
Federal	<a href="#">Executive Order 12148</a>	<a href="#">44 Fed. Reg. 43239</a>	DHS/FEMA - preparedness/response
Federal	<a href="#">Presidential Policy Directive 8 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 8</a>	DHS/FEMA – national preparedness
Federal	<a href="#">Presidential Policy Directive 21 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 21</a>	DHS public health and medical
Federal	<a href="#">Emergency Management Assistance Compact</a>	<a href="#">Public Law 104-321</a>	FEMA/State mutual aid
Federal	<a href="#">National Emergencies Act</a>	<a href="#">Public Law 94-412, 90 Stat. 1255</a>	Executive Branch – Presidential Declaration
Federal	<a href="#">Pandemic and All Hazards Preparedness Act</a>	<a href="#">Public Law No. 109-417</a>	HHS/CDC – public health preparedness and response
Federal	<a href="#">Public Health Service Act</a>	<a href="#">Public Law 78-410</a>	HHS – public health emergency declaration
Federal	<a href="#">Public Readiness and Emergency Preparedness Act</a>		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	<a href="#">NIMS</a>		DHS/FEMA – incident command system
Federal	<a href="#">National Response Framework, Third Edition</a>		DHS/FEMA – national all-hazards approach to coordinate emergency <b>response through ESF's</b>
State	Kansas Mutual Aid System	Statutes <a href="#">48-950-958</a>	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS <a href="#">12 -16,117,</a>	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS <a href="#">12-2904</a>	Public agencies
State	Kansas Mutual Aid	KS <a href="#">80-1517</a>	Fire (ESF 4)
State	Kansas Mutual Aid	KS <a href="#">65-6158</a>	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS <a href="#">48-3602</a>	Law Enforcement
State	Missouri Mutual Aid	MO <a href="#">44.415</a>	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO <a href="#">44.098</a>	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO <a href="#">190.107</a> MO <a href="#">190.900 - 939</a>	EMS/ambulance
State	Kansas EMS	KS <a href="#">65-6158</a>	EMS/ambulance
State	Kansas Wildfire	KS <a href="#">31-801</a>	Forest Fire preservation
State	Missouri Mutual Aid	MO <a href="#">320.090</a>	Fire
State	Kansas EM Compact	KS <a href="#">48-9a01</a>	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO <a href="#">44.095</a>	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO <a href="#">44-090</a> MO <a href="#">44-105</a> MO <a href="#">44-045</a> MO <a href="#">70.815-837</a>	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	<a href="#">EMS Compact</a>	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	<a href="#">Nurse Licensure Compact</a>	Nurse reciprocal recognition of license

## Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
  - (1) The county emergency operations plan;
  - (2) Other county resolutions or any existing interlocal agreement;
  - (3) Automatic aid;
  - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.

# Memo

To: Louisburg Governing Body

From: Nathan Law

Date: March 2, 2023

Re: Master Planning Review Continued

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Background: Included as part of the administrative goals list is a regular review of master planning projects, goals and objectives. This is the fourth section of the City Strategic Plan, as found within the Bright Future Comprehensive Plan.

Enhance Downtown Identity:

1. Maintain Downtown gateway arch and consider installing other arch treatments around Downtown as community gateway & wayfinding
2. Consider repainting or rebranding the water tower

The arch concept was copied and applied previously to the Welcome to Louisburg sign located adjacent to the AMOCO on K-68/Amity as traffic enters Louisburg on the west side. It was most recently considered as a possible inclusion with sample designs for the community sign adjacent to the cemetery. As for the repainting or rebranding of the water tower, that was originally a part of the previous master planning item regarding the downtown pavilion item, that is now up for reconsideration and will be included in the 2024 budgeting process. Previously provided but as a reminder, preferable direction was to consider lighting the tower rather than repainting it. That tower will need ongoing maintenance to preserve the metal structure, as it serves as a large antenna location for several communications companies and would be costly to replace.

Financial Consideration: None.

Legal Consideration: None.

Recommendation: Discuss as desired and direct accordingly.