

## **CITY COMMISSION MEETING**

January 27, 2021 at 10:00 AM

CITY COMMISSION / MUNICIPAL COURT ROOM  
518 MECHANIC, EMPORIA, KS

### **Agenda**

#### **Items**

1. Local Workforce Development Area V Chief Elected Official Board Agreement
2. Proposed Update to City Code Hosting Minors Consuming Alcohol
3. Review Emporia Country Club MOU for Pickleball Project
4. Discuss Water Treatment Plant Risk and Resilience Plan and Emergency Response Plan
5. Discuss Projects for a Second State Revolving Fund Drinking Water Loan
6. Discuss 2021 Street Rehab Program
7. Discuss Development of Skateboard Park on South Ave
8. Discuss Buildings



*\*If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Jeff Lynch, ADA Coordinator at least 48hours before the event at 620-343-4285 or [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov)*

## memo

TO: City Commission  
CC: Mark McAnarney, City Manager  
FROM: Christina Montgomery, City Attorney  
DATE: January 21, 2021  
SUBJECT: Local Workforce Development Area V Chief Elected Official Board Agreement

The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA establishes that States are separated into "Local Areas" for purposes of receiving WIOA funds from the State, establishing local service delivery system and overseeing customer services. Lyon County is one of the 17-counties represented by Southeast KANSASWORKS, Inc., Local Area V Workforce Development Board. Those 17 counties are jointly part of a Chief Elected Official Agreement which defines their general rights, roles and responsibilities.

The City has received notice that a new Agreement is under review. As a local taxing entity, the City is entitled to receive notice of the new Agreement and may petition to join into the Agreement as an independent entity. If the City chooses to do so, it will share in all rights roles, and responsibilities under the WIOA and the Mayor will become a member of the Board of Directors of the Local Governments. If the City does not join independently, City residents will remain under the representation of the County for WIOA purposes. The City has not chosen to join in the past.

The Chief Elected Official Board Agreement proposal is attached.



## **LOCAL WORKFORCE DEVELOPMENT AREA V**

### **CHIEF ELECTED OFFICIAL BOARD AGREEMENT**

This Chief Elected Officials' Agreement ("Agreement") is entered into by and among the Kansas Counties of Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Miami, Montgomery, Neosho, Wilson and Woodson, each of which is designated as a "Local Government", to define the rights and duties of the Local Governments in their cooperative oversight of workforce development programs authorized by the federal Workforce Innovation & Opportunity Act of 2014 ("WIOA"), Public Law 113-128. This Agreement is intended to comply with WIOA Section 107(c)(1)(B)(i) providing that, where there exist multiple units of local government within a "Local Area" (defined below), the chief elected officials of those governments are to enter into an agreement which defines their general rights, roles and responsibilities.

#### **I. Establishment of Local Area**

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination and implementation of the employment and training system within the Kansas Workforce Development Area V, pursuant to the provisions of WIOA and applicable federal and state regulations. For purposes of representation on the CEOB, Local Area V is subdivided into five (5) regions: Region I consists of the counties of Chautauqua, Elk and Montgomery; Region II consists of the counties of Cherokee, Labette, and Neosho; Region III consists of the counties Miami, Linn, Bourbon, and Crawford; Region IV consists of the counties of Anderson, Allen, Wilson, and Woodson; and Region V consists of the counties of Coffey, Greenwood and Lyon. The CEOB shall be comprised of one (1) representative elected from each of the Regions. The term of CEOB members is two (2) years starting with January 1 of the even years and ending December 31 of odd years for representatives of Region I and Region IV, and from January 1 of off years and ending December 31 of even years for members from Region II, III and V. The above-listed Local Governments have together been approved by the State of Kansas as a local workforce development area ("Local Area"), for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government in a Local Area (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended. Such unit of general local government shall be identified a Local Government and the Local Area shall be adjusted accordingly. Should any Local Government petition for exclusion from this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended and the Local Area adjusted accordingly.

## II. Establishment of CEO Board

There is hereby established a Board of Directors of the Local Governments ("CEO Board"), which shall be and perform the duties of the "chief elected officials" described in WIOA, as further described herein. Records of CEO Board notices, actions, meetings or committee meetings or related documentation shall be retained at the administrative office of the fiscal agent for the Local Area.

## III. CEO Board Members and Alternates

The CEO Board shall be comprised of no more than one (1) elected official representative of each Local Government, which persons ("Board Members") shall be the Local Government's Board of County Commissioners' Chair or Mayor (or spokesperson representing a city government if the City Government does not have a Mayor) as may be appointed by the respective Board of County Commissioners or City Government. It is expressly acknowledged that a Local Government may or may not be represented by a Board Member, at the discretion of the Board of County Commissioners or City Government. Each Local Government also may select as an alternate Board Member another elected official from the Local Government, which Alternate shall be permitted to attend any CEO Board meeting and act on behalf of the Board Member in the Board Member's absence. Upon selection of its Board Member and Alternate, if any, the Local Government shall give written notice thereof to the CEO Board, as a condition to such Board Members or Alternates ability to exercise voting and other Board Member rights. Any Local Government which is not represented by either a Board Member or Alternate at three (3) successive meetings of the CEO Board shall thereafter be considered not to be represented on the CEO Board for purposes of establishing a quorum, until such time as either person attends another CEO Board meeting.

## IV. Quorum; Voting

A quorum of the CEO Board shall be a majority of its then-current membership. Each Board Member, including the Chair, shall have one (1) vote to cast on each matter coming before the CEO Board for action. Votes may be cast in person or via teleconference equipment. A quorum shall be required to approve any action, as further provided in the CEO Board's Bylaws.

## V. Election of Chair and Vice Chair

The Officers of the CEO Board shall be a Chairperson and a Vice Chairperson, who shall be elected by the CEO Board from among Board Members (not Alternates) for a term of three (3) years. Any Officer may serve successive terms upon election thereto, without limitation.

## VI. Vacancies

Each vacancy on the CEO Board, shall be filled by the Local Government in the same manner as the original Board Member was appointed. Each Local Government shall make every reasonable attempt to fill a vacancy before the next CEO Board meeting. A vacancy shall be considered filled upon written notice from the Local Government to the CEO Board identifying the name and elective office of the appointed Board Member.

## VII. Appointment of LWDB Members

The CEO Board shall appoint members to the Local Workforce Development Board (LWDB) as provided by WIOA and the LWDB shall consist of the following Members:

A. Representatives of business, who shall constitute a majority of the LWDB's membership. These LWDB Members shall be selected from among individuals with optimum policymaking or hiring authority representing businesses who provide employment opportunities which include high-quality, work-related training and development in in-demand industry sectors or occupations in the local area; nominated by local business organizations and business trade associations; and shall reasonably represent the industrial and demographic composition of the business community, including small business and minority business.

B. Not less than 20% of the members of each local board shall be representatives of the workforce within the local area who represent labor organizations, who have been nominated by labor federations; and representatives who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program if such a program exists in the area. Workforce representatives may also include community-based organization, which have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities nominated by interested organizations. Workforce representative may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. Representatives of entities administering education and training activities in the local area who are representative of eligible providers administering adult education and literacy activities under title II; shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. Each of these shall be selected from individuals nominated by interested organizations.

D. Governmental and economic and community development entity representatives serving the local area who represent economic and community development entities; and appropriate representative from the State employment service office under the Wagner-Peyser Act serving the local area selected from individuals nominated by the Secretary of the Kansas Department of Commerce; and an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973; may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and philanthropic organization serving the local area. The LWDB may include such other individuals or representatives of entities as the chief elected officials in the local area may determine to be appropriate. Except the Wagner-Peyser representative, these representatives may be nominated by interested organizations.

The CEO Board shall receive nominations from businesses and organizations as stated in items A through D above and appoint LWDB members from nominations received during a regular or Annual Meeting of the CEO Board.

LWDB member terms of office shall be appointed for fixed and staggered terms for three years and shall serve until their successors are duly appointed and commence their terms of office. Members may seek reappointment at the expiration of their term, which will requires re-nomination. LWDB membership may be terminated by resignation received from the member or for cause or convenience as recommended by the CEO Board for reasons such as unexcused absences from meetings or required restructuring of LWDB representations.

The LWDB shall perform the duties of a "Local Workforce Development Board" as described in WIOA (Section 107(d)), including without limitation overseeing preparation of the Local Workforce Development Plan; workforce research and regional labor market analysis; engaging employers; development and

implementation of career pathways; identify proven and promising practices for meeting the needs of employers and workers and jobseekers in the local workforce development system; utilize technology to maximize workforce development; selection of the Local One-Stop Operator and providers for youth, training and career services; negotiate local performance accountability measures; coordinate with education providers; develop a budget for activities of the local area; and ensure accessibility of all local area one-stop centers for individuals with disabilities.

#### VIII. CEO Board Responsibilities

In addition to appointing the LWDB's Members, the CEO Board shall be responsible to fulfill the other duties of the "chief elected official" described in WIOA which include the following:

A. Serve as grant recipient/fiscal agent and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other such federal or state workforce funds as may be awarded.

B. Approve budgets for carrying out the responsibilities of the Local Board.

C. Provide comprehensive oversight of the activities of the Local Board.

D. Ensure the Local Area partnerships are functioning effectively.

E. Conduct program oversight and evaluation.

F. In partnership with the LWDB:

1. Participate in the development of the Local Area Plan.
2. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities.
3. Select One-Stop operator(s) and eligible service providers and oversee compliance and continued improvement (may subsequently terminate these for cause).
4. Agree on Memorandums of Understanding between the Local Board and the One-Stop operators.
5. Negotiate and reach agreement on performance standards and any additional local performance measures.

G. In partnership with the Governor of Kansas:

1. Agree on whether the LWDB may serve as a One-Stop operator.
2. Negotiate waiver requests as needed.

The CEO Board's oversight processes to be performed include reviewing reports and audits against established goals and plans for reasonableness which reports will include an annual audit in compliance with generally accepted audit standards in the United States and OMB Circular A-133 performed by a procured CPA firm to assess financial and internal controls of the fiscal agent. The One-Stop Operator for the CEO Board and LWDB will be required to provide performance measure compliance reports quarterly or as requested by the Board(s). The CEO Board will have access to legal counsel procured by the Executive Director as well as the Local Government's legal consultant as permissible through Local Government policies. The CEO Board will utilize the Kansas Dept. of Commerce for technical assistance related to the

WIOA law. Local Governments in the Local Area shall be contacted as needed to afford each the opportunity to be involved in the local workforce development system and notify the CEOs regarding their WIOA responsibilities and new workforce development initiatives.

#### IX. Responsibility for WIOA Funds

The Local Governments shall be liable to repay to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation was due to willful disregard of WIOA requirements, gross negligence, failure to observe accepted standards of administration or a pattern of misappropriation which determination is required by WIOA to be preceded by notice and opportunity for a hearing.

To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred; provided that the population of a smaller Local Government (i.e., a city) which is contained within the jurisdiction of another larger Local Government (i.e., a county) shall be deducted from the larger Local Government's population for purposes of determining proportionate payments.

The Executive Director for Southeast KANSASWORKS, Inc. is employed by the LWDB with CEO Board approval.

#### X. Term of Agreement

This Agreement shall be effective for the period ("Term") which commences on March 19, 2020, and shall continue in effect for five years ending June 30, 2025, so long as two or more Local Governments continue to participate in CEO Board activities; provided that it shall automatically terminate upon proper State action removing designation of the Local Area under WIOA.

#### XI. Amendments.

This Agreement may be amended only upon compliance with the following procedure:

A. The text of the proposed amendment shall be presented to the CEO Board for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEO Board at which the amendment is to be acted upon;

B. The amendment shall be discussed and acted upon at a properly-noticed meeting of the CEO Board, with approval requiring the vote in person or by written ballot of no fewer than two-thirds (2/3) of the then-current CEO Board membership; provided that no such amendment shall be approved if, before the CEO Board meeting at which action is to be taken, any Local Government submits to the CEO Board a written objection to the proposed amendment.

#### XII. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the following Local Governments have executed this Agreement effective upon the first day of the Term.

Signature of Local Government

\_\_\_\_\_  
Signature (LA V LWDB CEOB Chair)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Miami  
County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

## memo

TO: City Commission  
CC: Mark McAnarney, City Manager  
FROM: Christina Montgomery, City Attorney  
DATE: January 21, 2021  
SUBJECT: Proposed update to City Code Sec. 4-49: Hosting Minors Consuming Alcohol

City Code Sec. 4-49 makes it illegal for a person to allow a guest who is a minor to consume alcohol while on property owned or occupied by the host. City Court Staff has requested that the City Commission consider updating the code section to include a definition for the term "minor" to mean any person under 21 years of age, in conformity with state and federal drinking age laws. A red-line copy of the proposed ordinance update is attached.

**Sec. 4-49. Hosting Minors Consuming Alcohol:**

(a) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is recklessly permitting a person's residence or any land, building, structure or room owned, occupied or procured by such person to be used by an invitee of such person or an invitee of such person's child or ward, in a manner that results in the unlawful possession or consumption therein of alcoholic liquor or cereal malt beverages by a minor.

(b) Unlawfully hosting minors consuming alcoholic liquor or cereal malt beverage is a class A person misdemeanor, for which the minimum fine is one thousand dollars (\$1,000.00).

(c) As used in this section, the term "minor" means any person under 21 years of age.

(Ord. 04-24, § 1, 7-21-2004; Ord. 12-5, 2-15-2012; Ord. 15-16, 5-20-2015; Ord. 16-05, 3-16-2016)

## Memo

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COMMISSION

FROM: Lane Massey, Assistant City Manager

DATE: January 20, 2021

RE: Review Emporia Country Club MOU for Pickleball Project

### **BACKGROUND SUMMARY**

Staff have been working with ECC representatives on a MOU and Real Estate Donation Agreement for the donation of property for a Pickleball project. Attached is a draft MOU and Real Estate Donation Agreement that delineates the agreement of the parties regarding the donation of the land for development of pickleball courts. I have also included information from Mid-American Courtworks, a map outlining the approximate area of land being donated and a map that shows where the proposed ADA parking will be.

The estimated cost of the project is \$300,000. A local group of pickleball players has committed to raising \$60,000 in donations to reduce the city share to \$240,000. If this project is approved, construction will start in early spring and be completed by July 2021.

### **Action Required:**

General discussion of the proposed project. This item is scheduled to come back to the Commission on February 3<sup>rd</sup> for approval.

Respectfully,

Lane Massey  
Assistant City Manager

## MEMORANDUM OF UNDERSTANDING

This agreement between the City of Emporia, Kansas (hereinafter referred to as "City"), and Emporia Country Club (hereinafter referred to as "ECC") delineates the agreement of the parties regarding the donation of land for development of pickleball courts within the City Limits of Emporia, Kansas.

WHEREAS City desires to establish pickleball courts as part of their park system, and

WHEREAS ECC desires to facilitate the development of pickleball courts through donation of land and easements.

NOW, THEREFORE the Parties agree as follows:

1. ECC agrees to donate and convey a portion of ECC real property to City for use as a City park.
2. ECC agrees to grant an easement to City which will include one or more parking stalls for use by park patrons.
3. ECC agrees to grant ingress/egress easements to City granting driving access to parking stalls and walking access between parking stalls and City park area.
4. ECC agrees to grant a right of first refusal to City for purchase of any adjacent ECC property.
5. City agrees to develop pickleball courts in the real property area donated by ECC.
6. City agrees to maintain parking stalls and sidewalks in easement area donated by ECC.
7. City agrees to grant a right of first refusal to ECC in the event that the City desires to sell the property in the future.

IN WITNESS WHEREOF the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Robert F. Gilligan, Mayor

\_\_\_\_\_  
Emporia Country Club

## REAL ESTATE DONATION AGREEMENT

**This Real Estate Donation Agreement** made this \_\_\_\_ day of \_\_\_\_\_, 2021 is between the City of Emporia (“**City**”), Kansas, a municipal corporation; and Emporia Country Club (“**Donor**”).

### **WITNESSETH:**

**WHEREAS**, Donor is the owner of certain real property situated in the City of Emporia, Lyon County, Kansas, which is described in Exhibit A, attached hereto, and incorporated herein, by reference (the “Property”); and

**WHEREAS**, Donor desires to donate, convey, and transfer the property to the City for use as a city park, and City desires to accept the donation of the property from the Donor upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, as provided below, the Donor will obtain an appraisal of the Land (and all improvements thereon) to determine its fair market value (the “Appraised Value”); and

**WHEREAS**, Donor intends that the Appraised Value of the property shall be treated as a charitable contribution by Donor to City.

**NOW THEREFORE**, in consideration of the premises hereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Donation and Acceptance.** Donor agrees to donate, convey, and transfer the Property described in Exhibit “A” to City, and City agrees to receive and accept the Property from Donor, together with all appurtenances, permanent improvements and fixtures, upon the terms and conditions of this agreement. Donor agrees to convey title to the Real Property to City free and clear of all liens, encumbrances and exceptions whatsoever.

2. **Donative Intent.** The property will be donated at no cost to the City, subject to City's responsibility for the expenses set forth in Section 4 below. The City acknowledges that Donor intends to treat the donation of the Subject Property as a charitable donation for federal tax purposes, and City agrees to sign such documentation confirming the value of the Subject Property as may be reasonably requested by Donor (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the gift, which obligation shall survive the conveyance of the Subject Property to the City. However, City makes no representation as to the extent or existence of Donor's right to claim a charitable contribution to City hereunder. Donor will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, the gift shall be valued by Donor in a total amount equal to (i) the Appraised Value of the Subject Property as established by Donor based on an appraisal obtained by Donor within sixty (60) days prior to the Closing, plus (ii) the amount of any out-of-pocket costs incurred by Donor in connection with the donation transaction contemplated in this Agreement.
3. **Payment of Expenses.** The City shall pay for the fees costs attributed to the Closing of the Property including a title search, preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is standard procedure with conducting the transfer of a property.
4. **Proration of Taxes.** All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date.

5. **Escrow Agent.** \_\_\_\_\_ is designated as the Escrow Agent of the parties. The Escrow Agent shall receive and disburse all amounts to be paid under this agreement.
6. **Closing date and Possession.** The closing date shall be on or before \_\_\_\_\_. "Closing" means the settlement of the obligations of Donor and City to each other under this Agreement, including the delivery to City of a warranty deed in proper form for recoding. City shall take possession of the Property immediately following the Closing.
7. **Conveyance.** Donor shall properly execute a general warranty deed conveying the Property to City free and clear of all liens and encumbrances except as herein stated.
8. **Mechanic's Liens.** Donor certifies that at Closing there will be no lien claimants or potential lien claimants, or improvements to the Property for 120 days prior to Closing Date.
9. **Condition of Property.** Except as otherwise provided herein, Donor is making no warranties of any kind regarding the condition of the Property, and City is not asking for any warranties from Donor. Therefore, City acknowledges that it has inspected the Property and agrees to accept it "as is".
10. **Default.** If Donor is unable or fails to furnish title or possession as agreed in this Agreement, City may terminate this Agreement by written notice to Donor and the parties shall be released from all obligations hereunder.
11. **Right of First Refusal.** Before City may sell the Property to a third party, City shall first offer the Property to the Donor on the same terms and conditions offered by the third

party. Donor shall have 30 days during which to accept said offer. If Donor does not accept said offer within 30 days, City shall be free to accept the third-party offer.

12. **No Commission.** The parties stipulate that they have not consulted with any real estate broker or salesperson with respect to this transaction, and that no commissions arising from this transaction are due and owing.

13. **Real Estate Reporting Person.** The parties agree that the Escrow Agent is the real estate reporting person as that term is defined under Internal Revenue Code Section 6045(e). Donor agrees to provide Escrow Agent with a written statement, certified under penalties of perjury, setting forth Donor's correct name, address, and taxpayer identification number. The parties further agree that Escrow Agent shall be required to file the informational return required by Internal Revenue Code Section 6045.

14. **Representation of Parties.** City is represented by the City Attorney. Donor acknowledges that neither City or City's legal counsel has provided legal or tax advice related to the transaction contemplated by this Agreement. Donor is advised that it has the right to such independent legal and/or tax counsel of its own choosing to represent it herein and to advise it with respect to this matter. Donor acknowledges that it has either consulted separate counsel of its own choosing or has elected to proceed without separate counsel.

15. **Time.** Time is of the essence of this Contract.

16. **Persons Bound-Copies.** This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors, and authorized assigns of the parties, and may be executed in any number of counterparts, each of which shall be deemed an original, or in

ECC Proposed Pickle Ball Park Exhibit for Review and Comments

Steve Brosemer, P.S. Geotech, Inc.  
Emporia, KS 12/15/2020

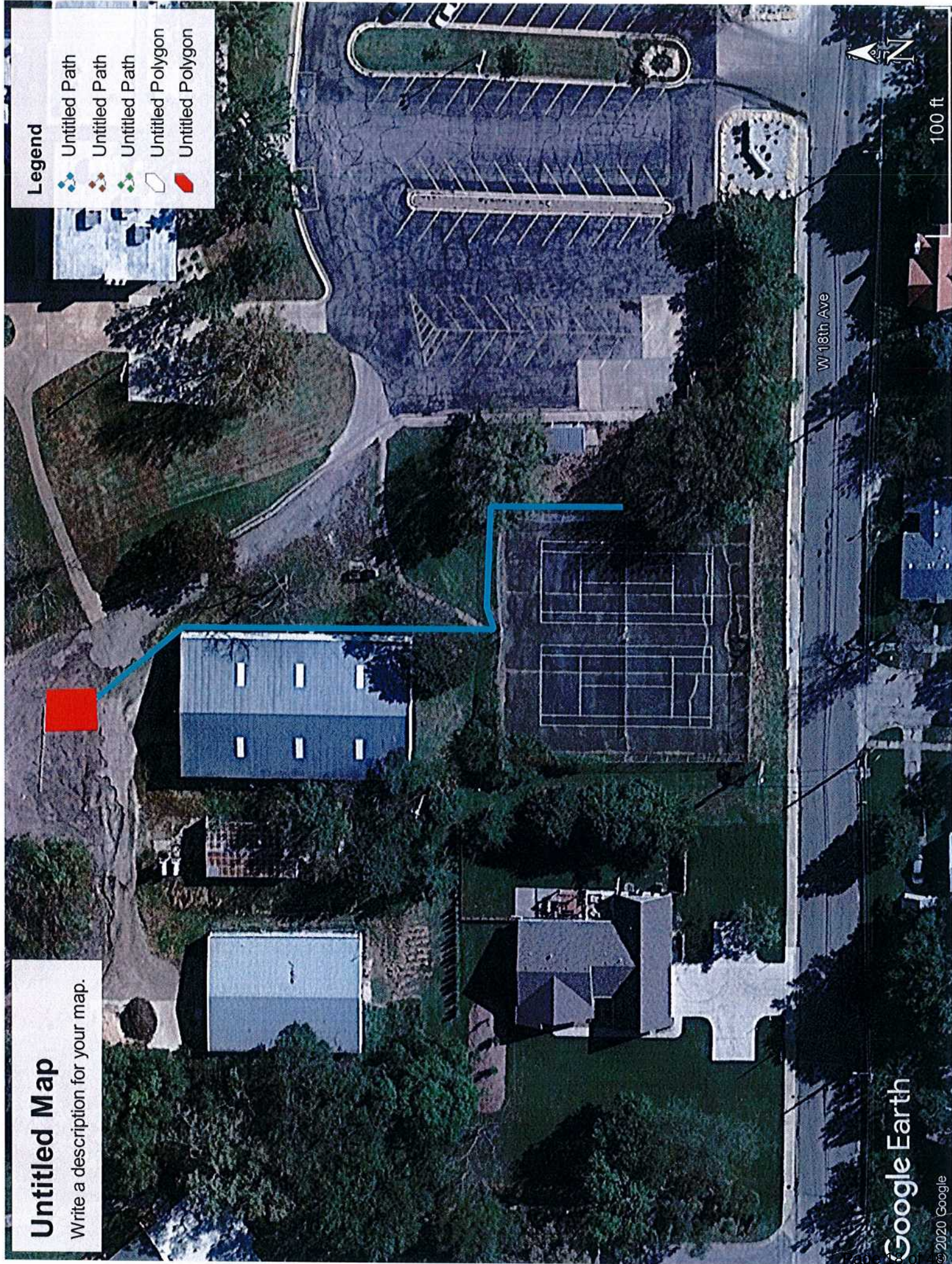


# Untitled Map

Write a description for your map.

## Legend

- Untitled Path
- Untitled Path
- Untitled Path
- Untitled Polygon
- Untitled Polygon



W 18th Ave



100 ft



# Mid-American Courtworks

**Darrel Snyder**  
Certified Court Builder



230 N. Byron Rd.  
Wichita, KS 67212

DATE: 11-17-20

**CONTRACT PROPOSAL:**

City of: Emporia, KS.

Office/fax: 316.558.5920  
Mobile: 316.650.8620  
Email: midamericacbs@cox.net

From (Contractor): Darrel Snyder (CTCB)  
Mid-American Courtworks  
230 N. Byron Rd.—Wichita, KS. 67212

To: City of Emporia, KS. (Fundraisers)  
Attention: Jan Jefferis (620) 794-6185 [doublej46@gmail.com](mailto:doublej46@gmail.com) Erren Harter

## **Proposed scope of work and specifications for:**

6 proposed pickleball courts @ Emporia Country Club (1801 Rural Street, Emporia, KS. 66801)

Courts to be built on top of 2 deteriorated tennis courts (See provided court layout drawing)

**Note:** This proposal is to keep the existing 2 tennis courts and over-lay with a post-tensioned concrete slab.

**SITE LAYOUT:** Re-build the existing 2 tennis courts including replacement of existing fence with Black fence. The existing courts to be left in place, with a 5 inch overlay placed on top of the existing concrete base.

**Note:** Existing court dimensions is estimated to be 106 ft. x 114 ft., which allows 12 feet on the sides to the side fence and 10 feet between courts and 18 feet of room behind the baseline to the back fence. To provide adequate dimensions for 6 pickleball courts, the 2 tennis courts should be lengthened to 130 ft. (add 16 ft. to the north/south area), and widened by 2 ft. (108 ft.), which is enough length and width for 6 pickleball courts. This allows 8 ft. on the west and east side and 16 feet between courts, as well as 10 ft. of space behind each court. Also included is a 4 ft. wide sidewalk on the east side of the 6 courts. This Sidewalk is figured to be 130 ft. long. Depth of sidewalk to be 4 inches. (\$3,250.00 value). **Note:** This cost may be deducted.

## **Work to include:**

1. Demo of the existing fence. Removal of net posts. Removal of soils on north end to add approximately 16 ft. of length to the existing tennis courts.
2. Demo of 2 ft. wide concrete areas around the perimeter (if needed) of the 2 tennis courts as well as area(s) north and / or south of the courts to create a 12" wide x 12" deep thickened perimeter edge.
3. Placement of 2-6 inches of aggregate leveling material using a laser-box blade. Additional fill (above 2 inches) placed to create any additional needed slope. Place a minimum of 6 inches of fill to the north and/or south ends and sides to increase the length and width of the 2 courts for pickleball and compact.
4. Set vapor barrier (2 layers of 6 mil plastic, overlapping and taping edges.) as well as cable system.
5. Set new net post sleeves and center tie down pins to future height of post-tensioned concrete.
6. Pump concrete, and laser-screed placement of 5 inches of 4,000 p.s.i. concrete.
7. Installation of new perimeter and court divider fence. Sleeves used for fence between courts. South & east perimeter fence to be 8 ft. tall (2-7/8 in. posts.), with north side and east-west middle divider fence to be lower 6 ft. fence. Lower 4 ft. fence on the east side as well as between the courts (2-3/8 in. posts.). Fence is to have top and bottom rails. Spacing of fence posts not to exceed 10' (+/-2").
8. Install 6 sets of new internal wind net posts (Douglas Ind. Premier XS posts, double mesh top nets with 6 center straps).
9. After the 30 day concrete cure period, installation of acrylic color system and playing lines. (2 or 3 color system)
10. Installation of accepted court amenities such as fence revisions, w. screens, lights, sidewalks, viewing areas. (Add Cost)

**PROJECTED BASE PRICE (MATERIALS AND LABOR) FOR ABOVE WORK:** 178,600.00

Base price may be adjusted up or down depending on revisions to the scope of work. Price excludes sales tax on materials.

**ADD (Deduct) OPTION(S):** (Additional Work and cost increases to Base Price Above)

To Accept  
Check Below

A. Install 5 ft. tall windscreens on 8 & 6 ft. fence. (Est. 450 ft.)

ADD COST: 3,500.00

B. Six (6) Courts Techlight LED Court Lighting (Projected 50 to 60 ave. foot candles--1/2 operational costs)

Materials Only: 20 ft. poles (4 inch round, 11 ga.)

14 Pole System:

ADD COST: \$32,400.00

(All 6 Courts)

**Note:** Installation of fixtures, wiring, and lighting controls to be done by a licensed electrician. (Add Cost)

**COURT SURFACING • POST-TENSIONED CONCRETE • COURT ACCESSORIES • CONSULTING**

**"OUR GOAL IS TO EXCEED YOUR EXPECTATIONS"**

- C. **Optional Four (4) Courts Techlight LED Court Lighting** (Projected 50 to 60 ave. foot candles--1/2 operational costs)  
Materials Only: 20 ft. poles (4 inch round, 11 ga.) 10 Pole System: **ADD COST: \$24,600.00** \_\_\_\_\_  
(4 Courts)

Note: Installation of fixtures, wiring, and lighting controls to be done by a licensed electrician. (Add cost)

- D. **Install light post footings (14 pole system)** **ADD COST: \$6,300.00** \_\_\_\_\_

Note: 14 footings with anchor bolts and conduit ran around perimeter and between courts for electrician to connect to light controls.  
Footings to be reinforced. (18" O.D. x 36")

- E. **Install light post footings (10 pole system)** **ADD COST: \$4,500.00** \_\_\_\_\_

Note: 14 footings with anchor bolts and conduit ran around perimeter and between courts for electrician to connect to light controls.  
Footings to be reinforced. (18" O.D. x 36")

- F. **Install Galvanized fence rather than galv. fence.** **DEDUCT COST: (\$2,800.00)** \_\_\_\_\_

- G.) **Install any additional concrete sidewalks or viewing areas.** Cost to depend upon the amount of concrete and area. (Est. \$6.50 per square foot) **ADD COST: TBD** \_\_\_\_\_

**CONTRACT SUMS AND TOTAL(S) AS ACCEPTED ABOVE: \$** \_\_\_\_\_

**Terms & Conditions:**

1. One (1) year standard warranty on materials and workmanship. Warranty does not cover cracking which can happen as concrete dries. Cables, when fully-stressed will compress the cracks and minimize the size and visibility. When the surface coatings are applied, small (visible) surface cracks may develop due to "reflective" cracking.
2. Contractor to follow recommended construction practices as per ASBA and USTA construction guidelines.
3. Monthly draws (Schedule of Values) to be submitted on completed work, with a final balance due upon completion of work. Changes in work to be added to final bill. Project deemed tax exempt. State Project Exemption Form to be submitted by City prior to start of work. If not tax exempt, then sales taxes will be added to materials purchased.
4. City (Club) to provide access to water and electricity.
5. City (Club) responsible for pre-construction location of utilities and underground lines and possible removal (re-location) of lines as needed for construction of courts. City (Club) work to include removal of any trees or in the construction area as well as any electrical or water lines (facets or water fountains) that is also in the construction area.
6. City (Club) to provide access to site for trucks and equipment needed for the project. Contractor or Contractor's sub will not be held responsible for unavoidable damage to grass and vegetation during the construction work. Work may be necessary when ground is wet and damage to surrounding site and soils will occur.
7. Contractor to re-level and backfill around slabs. (Excludes: re-seeding and grass restoration.)
8. East side (hillside) work is not included in this bid. (Example: East side viewing area.)
9. The requested "Total Bid Price" is for work as described and accepted in this proposal. Any adjustments to the "scope of work" (labor and/or materials) is to be executed by a signed "change order", which includes adjustments to the construction price total.
10. This proposal (prices) valid for a period of 45 days. Price increases on materials may affect final contract price.

This proposal offered By:

Darrel Snyder  
Mid-American Courtworks

This proposal accepted By:

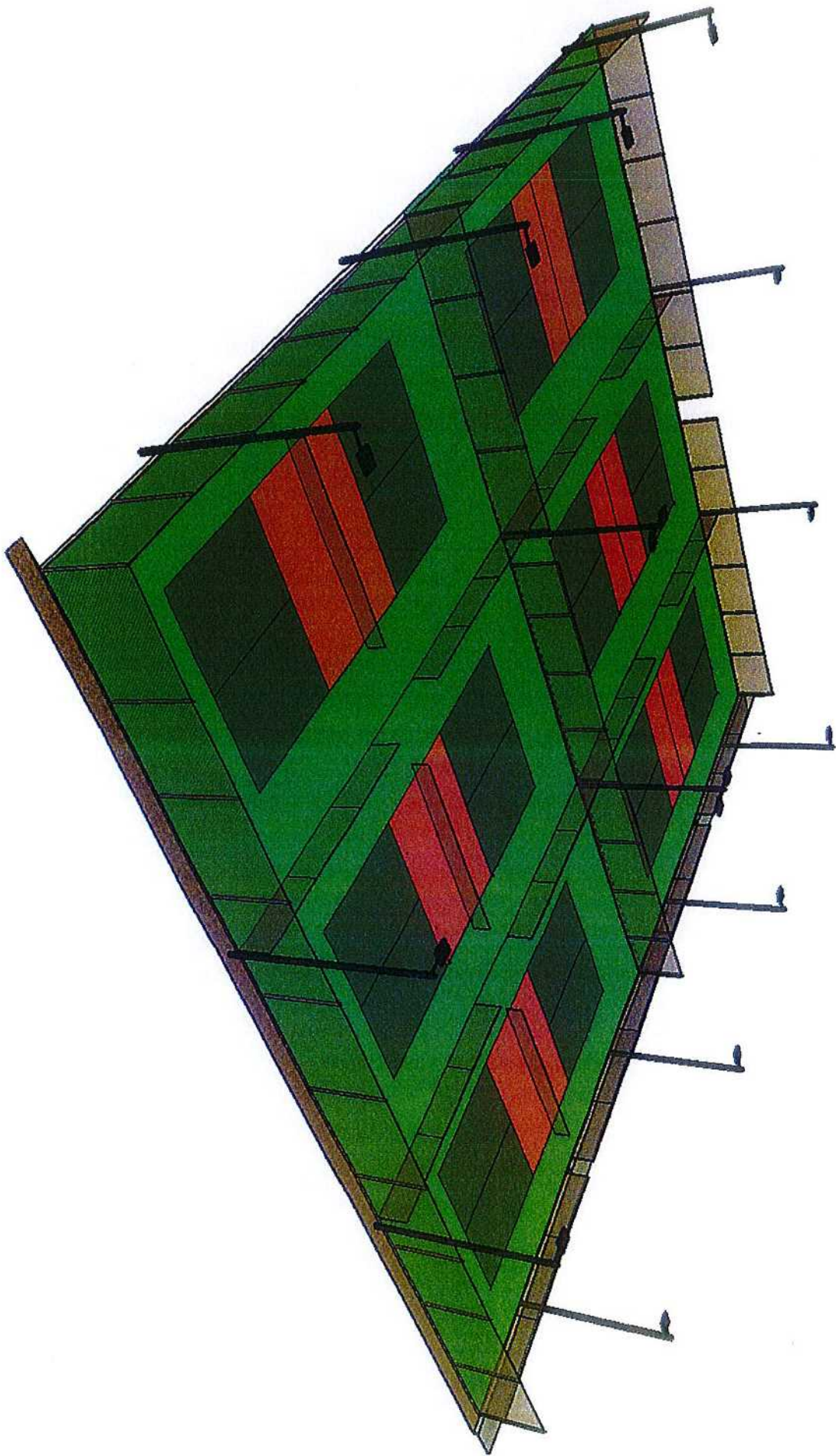
\_\_\_\_\_

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

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

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

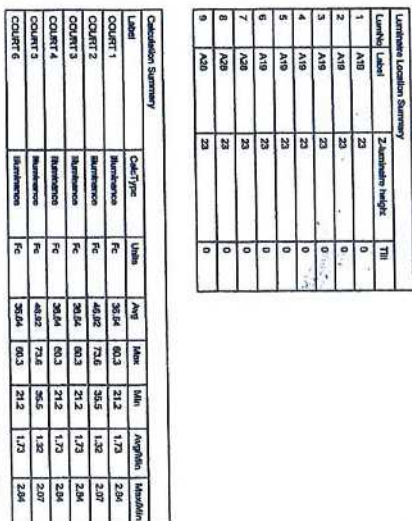
Emporia cc. 6 of LED LIGHTING LAYOUT.



## Notes:

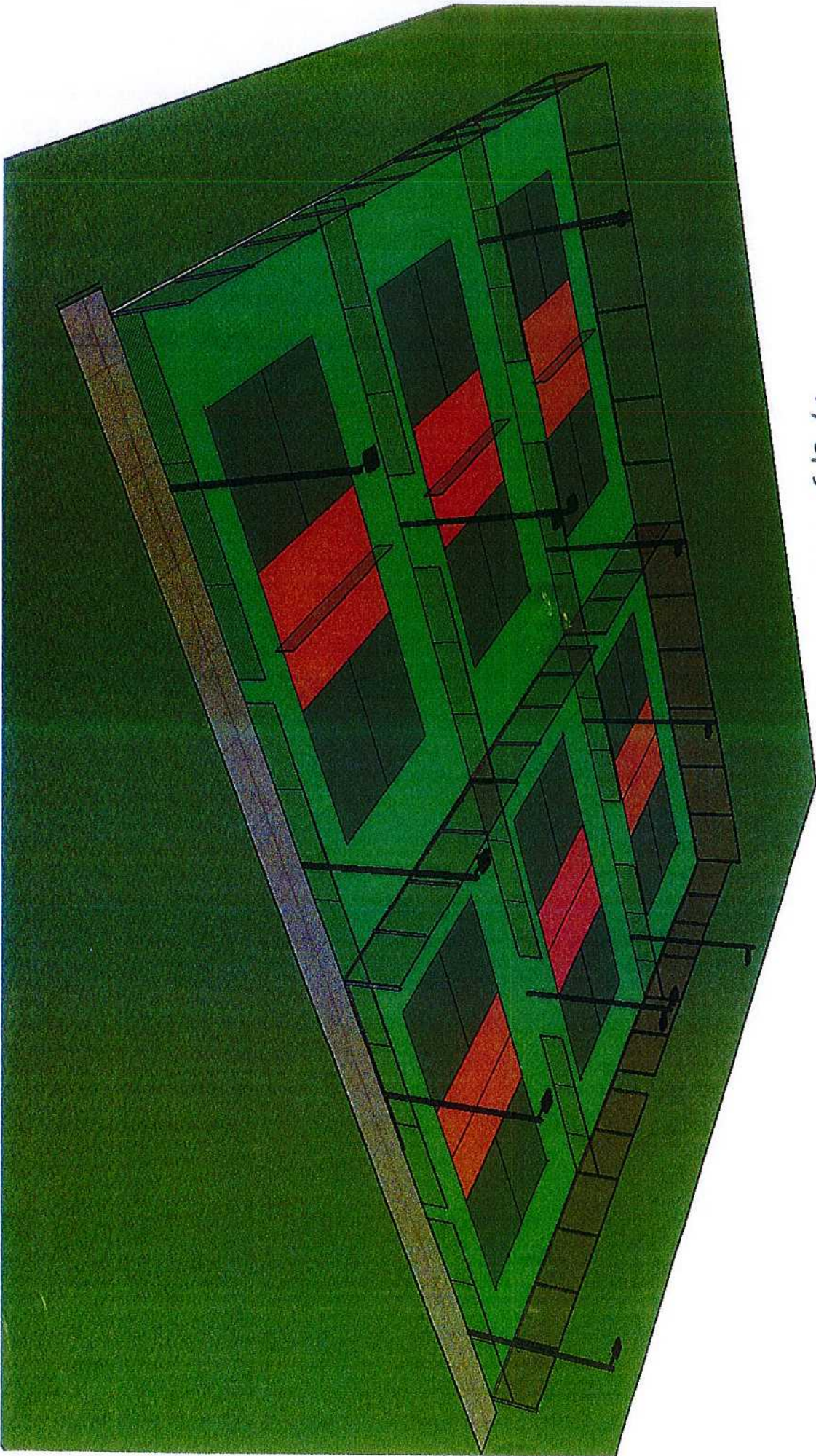
Date: 8-12-20

A vertical scale bar labeled "SCALE" with markings at 0, 5, 10, 15, and 20.



| A19                                        |       |                |            |             |
|--------------------------------------------|-------|----------------|------------|-------------|
| Luminaire Schedule                         |       |                |            |             |
| Qty                                        | Label | Universal Lamp | Assignment | Description |
| —B1 6                                      | A18   | N/A            | BRIDGE     | 0.000       |
| —B2 3                                      | N/A   | N/A            | DRIVE      | 0.000       |
| LUMIN-C-2X4-T4-FOUR BRCK TYPE 4 1000MA LED |       |                |            |             |
| LUMIN-C-2X4-T4-FOUR BRCK TYPE 4 1000MA LED |       |                |            |             |

DUE TO CHANGING LIGHTING REQUIREMENTS IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT THE SITE PHOTOGRAPHS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT. THIS LAYOUT IS BASED ON THE FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

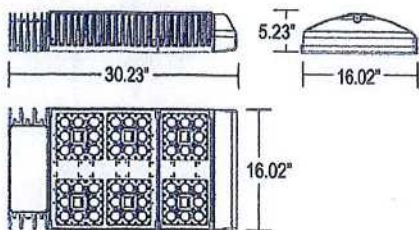


EMPORIA CC PICKLEBALL CTS  
OPTIONAL LIGHTING SYSTEM (L.E.D.)  
4 CTS LIGHTING (NOT 6 CTS)

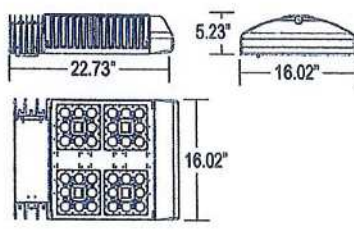
# LSMT High Lumen LED Scimitar Tennis Light

## AVAILABLE FIXTURE DIMENSIONS

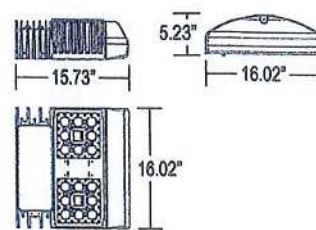
Dimensions shown are for fixture bodies only. Mounting options must be ordered separately.



Dimensions shown for 6 Brick Unit



Dimensions shown for 4 Brick Unit



Dimensions shown for 2 Brick Unit

## FIXTURE & MOUNTING ACCESSORIES

**S213<sup>3</sup>**  
Angled Back Light Shield



**PCR7**  
7-Pin Twist-Lock Photocell Receptacle ANSI C136.41  
and Receptacle Shorting Cap



**PC2**  
480V Twist-Lock  
Photocell



**PC6**  
Multi-Tap (105-285V)  
Twist-Lock Photocell

**SDARM, SDARM-R**  
Die Cast Decorative Arm Mount



**QMSCM<sup>2</sup>**  
Quick Mount with 8" SSA-M  
Straight Arm (4 Brick Max)



### NOTES

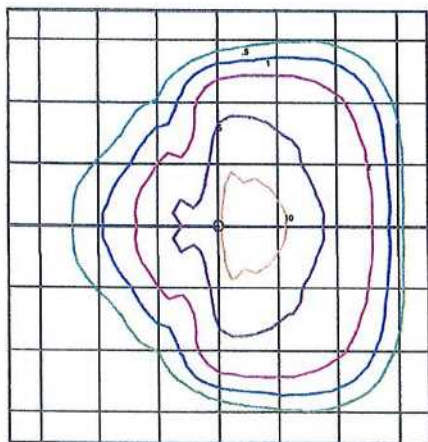
- 1 EPA's shown include both the fixture and the mounting apparatus.
- 2 QMSCM Quick Mount only available for fixtures with up to 4 bricks.
- 3 Order one per LED brick. Field installed.

## PHOTOMETRICS

**IES INDOOR REPORT  
PHOTOMETRIC FILE  
NAME: LSMTXC8T3F**

**Type III Optical Assembly**  
6 Brick, 1400mA, Cool  
White

840W LSMT LED Scimitar  
Color Temperature: 5,000 K

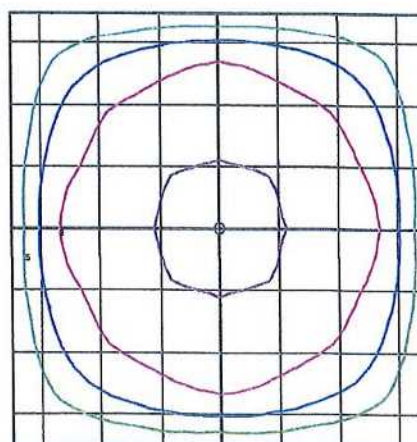


TECHLIGHT  
LSMT-CCKT3F  
SCIMITAR  
COOL WHITE XHP70 (1400mA)  
Horizontal Footcandles  
Scale: 1 inch = 30 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = N/A (includes photometry)  
Luminaire Lumens = 97548  
Mounting Height = 30.00 Ft.  
Maximum Calculated Value = 13.54 Fc  
Arrangement: Single

**IES INDOOR REPORT  
PHOTOMETRIC FILE  
NAME: LSMT9X8T5WF**

**Type V Wide Optical  
Assembly**  
6 Brick, 1400mA, Cool  
White

840W LSMT LED Scimitar  
Color Temperature: 5,000 K



TECHLIGHT  
LSMT-9X8T5WF  
SCIMITAR  
LED COOL WHITE XHP70 (1400mA)  
Horizontal Footcandles  
Scale: 1 inch = 30 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = N/A (includes photometry)  
Luminaire Lumens = 93350  
Mounting Height = 30.00 Ft.  
Maximum Calculated Value = 7.32 Fc  
Arrangement: Single



**TECHLIGHT**  
INNOVATION IN ILLUMINATION

Catalog Number

Project

Type

## FEATURES & SPECIFICATIONS

**APPLICATION** — The high lumen output luminaire is designed to be a replacement for HID fixtures up to 1000W. It is optimal for lighting applications where long life, low maintenance, and consistent color rendering is required. Areas with limited accessibility due to fixture location or where heavy pedestrian or vehicle traffic makes maintenance difficult are ideal applications. The high wattage/lumen output allows the fixture to be used for parking, restaurant, quick service, shopping centers or sports lighting applications.

**CONSTRUCTION** — The heavy duty housing is constructed of cast aluminum with heat dissipating fins. The optical assemblies are sealed in place using a silicone gasket for weather tight protection. Modular LED system for ease of maintenance. ETL listed for wet locations (IP64). Additional IP66 rating available upon request. Each fixture comes standard with preps to accommodate advanced wireless control, management and reporting systems for outdoor lighting.

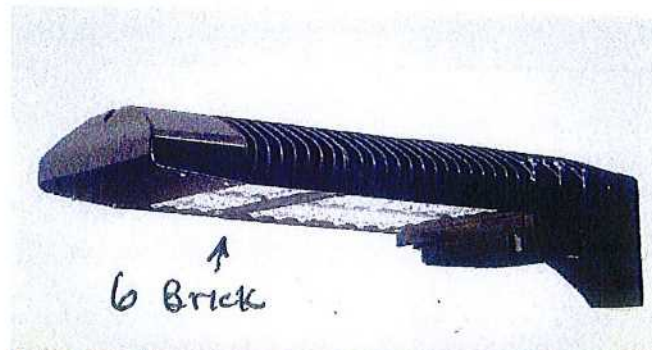
**FINISH** — A corrosion-resistant black E-Coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixtures prior to electrostatically applying a super durable powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.

**OPTICAL SYSTEM** — Made with a state of the art UV stabilized acrylic high performance refractive optical assemblies that use high transmissivity materials to achieve precise photometric distributions. Available in Type II, III, IV, IV Automotive, Automotive Frontline Wide, IV Tennis, V Narrow, V Medium and V Wide beam configurations. Optics may be ordered rotated 90 degrees for perimeter lighting or walkway applications (optics are not field rotatable). The full cutoff fixture is Star Light Friendly (meets or exceeds Dark Sky requirements) in the horizontal position.

**ELECTRICAL SYSTEM** — Available in up to a 8 brick LED system in 5000K-70 CRI Cool White (+/- 500K) or 4100K-70 CRI Neutral White color temperatures propagated with CREE® XLamp XHP70 LED's. Consult factory for high CRI (90+) model availability. Available with 100-300V 50/60 Hz Class II power

# LSMT SERIES

## High Lumen LED Scimitar Tennis Light



| SERIES      | HOUSING HEIGHT | LENGTH & WIDTH  | EPA (F.T.) |
|-------------|----------------|-----------------|------------|
| <b>LSMT</b> | 5.23"          | 37.23" x 16.02" | 1.4        |

supply. LED's rated for over 50,000 hours at 25°C ambient temperature. 347V-480V input option available. 0-10V dimming. Built-in surge protection up to 10 KV. Built-in Active PFC Function >95%/Full load. LED Power Supply conforms to UL8750 standards and is IP65 rated for wet locations.

**MOUNTING** — The fixture was designed to utilize an innovative die cast decorative arm that allows the fixture to easily mount to almost any existing bolt pattern or new pole. Additional mounting options include a quick mount with 8" straight arm (for use on fixtures with no more than 4 LED bricks) and a 2" adjustable slip fitter for tenon mounting (for use as a downlight only). Additional mounting options may be available for custom applications.

**LISTINGS** — LED Power Supply listed for wet locations (IP65). LED bricks ETL listed for wet locations (IP64). Meets US and Canadian safety standards. -40°C to 50°C ambient operation. RoHS Compliant.

## ORDERING INFORMATION

Choose the bold face options for the appropriate luminaire configuration for your application and enter on the line above each fixture attribute. Accessories may be factory installed, depending on the particular accessory chosen, but still be ordered as a separate line item.

**EXAMPLE:**

**LSMT6WXT5WF1-BZ**

| LSMT   |                                                          |                                                                                                    |                          |                                                                                                                                                                                                                                                            |                    |                                                           |                                                                                                        |                                                                                                                          |
|--------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| SERIES | # OF BRICKS                                              | COLOR TEMP                                                                                         | # LED'S PER BRICK        | OPTICS                                                                                                                                                                                                                                                     | DRIVE CURRENT      | VOLTAGE                                                   | OPTIONS                                                                                                | FINISH                                                                                                                   |
|        | 1 = 1 Brick<br>2 = 2 Brick<br>4 = 4 Brick<br>6 = 6 Brick | <b>W</b> = Warm White (3000K)<br><b>C</b> = Cool White (5000K)<br><b>N</b> = Neutral White (4000K) | <b>X</b> = 8 XHP70 LED's | <b>T2</b> = Type II<br><b>T3</b> = Type III<br><b>T4</b> = Type IV<br><b>T4A</b> = Type IV Auto<br><b>FAW</b> = Frontline Auto Wide<br><b>T4T</b> = Type IV Tennis<br><b>T5N</b> = Type V Narrow<br><b>T5M</b> = Type V Medium<br><b>T5W</b> = Type V Wide | <b>F</b> = 1400 mA | <b>1</b> = Multi-Volt <sup>1</sup><br><b>2</b> = 347-480V | <b>L</b> = Left Rotated Optics<br><b>R</b> = Right Rotated Optics<br>(Leave Blank for standard optics) | <b>BZ</b> = Bronze<br><b>BK</b> = Black<br><b>GR</b> = US Green<br><b>WH</b> = White<br><b>SP</b> = Special <sup>2</sup> |

## ACCESSORIES (Order as separate line items)

|                          |                                                                                |
|--------------------------|--------------------------------------------------------------------------------|
| <b>SDARM</b>             | Die Cast Decorative Arm Mount (Square Pole, 1.4 EPA)                           |
| <b>SDARM-R</b>           | Die Cast Decorative Arm Mount (Round Pole, 1.4 EPA)                            |
| <b>QMSCM<sup>3</sup></b> | Quick Mount with 8" SSA-M Straight Arm (4 Brick Max)                           |
| <b>S213<sup>4</sup></b>  | Angled Back Light Shield                                                       |
| <b>PCR7<sup>5</sup></b>  | 7-Pin Twist-Lock Photocell Receptacle ANSI C136.41 and Receptacle Shorting Cap |
| <b>PC2</b>               | 480V Twist-Lock Photocell                                                      |
| <b>PC6</b>               | Multi-Tap (105-285V) Twist-Lock Photocell                                      |
| <b>IP66<sup>6</sup></b>  | Additional IP66 Fixture Rating                                                 |

## NOTES

- <sup>1</sup> = Multi-Volt is an auto ranging power supply from 100V to 300V input.
- <sup>2</sup> = Custom RAL color matching is available. Contact your sales representative for additional info.
- <sup>3</sup> = QMSCM Quick Mount only available for fixtures with up to 4 bricks.
- <sup>4</sup> = Order one per LED brick. Field installed.
- <sup>5</sup> = Photocell Receptacle must be installed at the factory. No field installation.
- <sup>6</sup> = Additional IP66 rating may not be changed once production has begun on the fixtures.



DesignLights Consortium® Qualified. Please go to [www.designlights.org](http://www.designlights.org) for the current Qualified Products List. Further details about qualified models may be found under Family Models.



[www.techlight.com](http://www.techlight.com)

\*\*All dimensions and specifications are subject to change without notice.\*\*

REV: 20170319-01

# Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works

CC: Department Heads

DATE: January 20, 2021

SUBJECT: Water Treatment Plant Risk and Resiliency Plan and Emergency Response Plan

America's Water Infrastructure Act requires all water treatment facilities serving more than 3,300 people to develop a Risk and Resiliency Plan which considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan for the water system to be developed based on the results of the Risk and Resilience Assessment. This is similar to the requirements for water systems implemented after the September 11, 2001, attacks on the World Trade Center.

Staff would like to utilize Municipal H<sub>2</sub>O to complete a risk and resilience assessment and develop an emergency response plan. They will assist the City with the submission to the United States Environmental Protection Agency. The total cost of this project will be \$24,500.00.

Attachment: H<sub>2</sub>O Proposal  
H<sub>2</sub>O Statement of Qualifications



650 South Shackleford Road, Suite 325

Little Rock, Arkansas 72211

www.MunicipalH2O.com

Phone: 800-897-9425 FAX: 501-537-7778

January 21, 2021

Dean Grant  
Director of Public Works  
City of Emporia  
P.O. Box 928  
Emporia, KS 66801

**Re: America's Water Infrastructure Act Compliance Service – MunicipalH2O Proposal**

Dear Dean,

Thank you for your interest in MunicipalH2O's America's Water Infrastructure Act (AWIA) Compliance Service and for allowing us an opportunity to submit this proposal for your consideration.

**America's Water Infrastructure Act (AWIA) - Background**

Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed based on the results of the Risk and Resilience Assessment.

According to EPA's Safe Drinking Water Information System (SDWIS), the City of Emporia water system serves a population of 24,764 which requires the Risk and Resilience Assessment to be completed and certified before June 30, 2021. AWIA regulations require the Emergency Response Plan to be completed within six months after submission and certification of the Risk and Resilience Assessment.

**AWIA Compliance Service** – The MunicipalH2O AWIA Compliance Service consists of the following processes and activities:

**Complete Risk and Resilience Assessment**

To assist the City of Emporia in meeting the requirements of AWIA, MunicipalH2O will perform the following activities and services to develop a documented Risk and Resilience Assessment:

1. Identify assets of the Emporia water system that could be impacted by malevolent acts and/or natural hazards.
  - AWIA-identified assets categories will include:
    - Physical barriers
    - Source water
    - Pipes and constructed conveyances, water collection and intake

- Pretreatment and treatment
- Storage and distribution facilities
- Electronic, computer or other automated systems
- Capital and operation needs for risk and resilience management of the system
- Malevolent Acts asset categories will include:
  - Monitoring practices
  - Financial infrastructure
  - Use, storage, or handling of chemicals
  - Operation and maintenance of the system
- 2. Using tools provided by EPA, assess the risk and resilience of critical assets of the Emporia water system in terms of the following:
  - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
  - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
  - Consequence - effect of an event, incident, or occurrence
- 3. Identify the highest risks to mission-critical operations for the Emporia water system
  - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
- 4. Assist the City of Emporia in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment

#### **Development of an Emergency Response Plan (ERP)**

Provide assistance in updating/developing an Emergency Response Plan for the Emporia water system based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the Emporia water system to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
  - Details and Overview of the Emporia water system
    - Utility Overview
    - Personnel Information
    - Primary Utility Components
    - Industry Chemical Handling and Storage Facilities
    - Safety Response Resources
    - Key Local Services
  - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the Emporia water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
    - Water Utility Personnel Roles and Responsibilities
    - External Response Partner Roles to assist in coordination efforts
    - Basic Communication Strategies and Responsibilities
  - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
    - Access
    - Physical Security
    - Cybersecurity
    - Power Loss
    - Alternate Drinking Water Supplies

- Sampling and Analysis
  - Contact Lists
  - Utility Family and Personal Well Being
- Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
  - Alternative Source Water Options
  - Interconnected Utilities
  - Specific Mitigation Actions based on threat
- Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
- 3. Assist the City of Emporia in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan

#### **Pricing and Payment Schedule**

The One-Time Project Fee for completion of the AWIA Compliance Service for the City of Emporia would be \$24,500 with payment due as follows:

|                 |                                                         |
|-----------------|---------------------------------------------------------|
| \$4,900         | 20% Due Upon Signing of the Agreement                   |
| \$9,800         | 40% Due Upon Completion of the Risk and Resilience Plan |
| \$9,800         | 40% Due Upon Completion of the Emergency Response Plan  |
| <b>\$24,500</b> | <b>One-Time Project Total</b>                           |

Price quoted is good for a minimum of 45 days.

We will work closely with City of Emporia personnel to ensure the Risk and Resilience Assessment is certified to EPA prior to the June 30, 2021 deadline and that the Emergency Response Plan is completed and certified within six months after certification of the Risk and Resilience Assessment.

Please call or email with any immediate questions. Thank you for considering MunicipalH2O.

Sincerely,

Steve

Steve Glenn  
VP Business Operations  
MunicipalH2O

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# Statement of Qualifications



650 S. Shackleford Road, Suite 325  
Little Rock, AR 72211

## Introduction

This Statement of Qualifications provides information about MunicipalH2O and our experience and capabilities in providing professional services related to EPA Risk Management Program (RMP) development and compliance, America's Water Infrastructure Act (AWIA) compliance and other professional services for municipal and privately-owned water and wastewater treatment facilities.

MunicipalH2O provides EPA Risk Management Program (RMP) compliance services and America's Water and Infrastructure Act (AWIA) compliance services for water and wastewater facilities throughout the U. S. We provide a complete solution for all EPA/State Risk Management Program requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training. We are responsible for the development of RMP documents and continued RMP compliance for more than 400 water and wastewater facilities in thirty-six states and have completed more RMP registrations with EPA than anyone in the country. We also provide assistance to water operations in meeting the Risk and Resilience Assessment and Emergency Response Plan requirements of AWIA regulations. Since our beginning almost twenty years ago, we have focused our expertise on water and wastewater systems and have become established as the leader in the field of regulatory compliance for water and wastewater operations.

## Background

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

## Summary of Services

MunicipalH2O offers specialized Risk Management Plan (RMP) compliance and consulting services to municipal and privately-owned water and wastewater operations in the following broad service areas:

- Risk Management Plan (RMP) Development and Compliance
- Risk and Resilience Assessments and Emergency Response Plans
- RMP Compliance Consulting
- RMP Compliance Training

### Risk Management Program Development and Compliance

On June 21, 1999, the Risk Management Program Rule became effective and owners and operators of facilities that use certain listed hazardous substances were required to prepare a Risk Management Program and submit a Risk Management Plan to the EPA. The Risk Management Program Rule also requires these facilities to continuously maintain and update specific elements of the program according to a prescribed schedule. Following is a brief summary of these requirements:

| Requirement Description                                                | Required Completion Date    |
|------------------------------------------------------------------------|-----------------------------|
| Original RMP Submittal                                                 | No later than June 21, 1999 |
| RMP Registration Update                                                | Every Five Years            |
| Hazard Review/Process Hazard Analysis                                  | Every Five Years            |
| Hazard Assessment                                                      | Every Five Years            |
| RMP Compliance Audit                                                   | Every Three Years           |
| Operating Procedures Training                                          | Every Three Years           |
| Operating Procedures Certification<br>(RMP Program Level 3 Facilities) | Every Year                  |
| Hoist Certification                                                    | Every Year                  |
| Emergency Response Coordination Activities                             | Every Year                  |

The MunicipalH2O staff has extensive experience in preparing, auditing and updating Risk Management Programs and Plans. Our objective is to provide a product to our clients that is compliant with regulatory requirements, is easily understood, cost effective and provides tools that assist the client in maintaining their program to ensure continuous compliance.

Because EPA Risk Management Plan (RMP) requirements are ongoing and involve a variety of components and deadlines, MunicipalH2O has leveraged its practical field experience to automate many elements of the compliance process.

### RMP Compliance Services Program

The MunicipalH2O RMP Compliance Services Program is an established and proven system to help ensure continuous compliance with RMP regulations.

All of our RMP Compliance Services Program clients receive:

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.

- Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.
- Online tools and 90-day advance notification emails to remind them of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Compliance Alert emails to keep them up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
- A comprehensive review of all RMP documents for the facility prior to an EPA inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection.
- An annual Compliance Review for each facility in the Program.
- No charge for updates to RMP documents and EPA registration changes if there are any process changes at the facility or any RMP regulation changes requiring RMP document updates.
- Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
- All RMP compliance documents for each facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
- RMP documents are stored in an off-site data storage facility and are backed-up several times a day for disaster recovery purposes.
- Year-round availability of professional RMP consulting services.

## Risk Management Program Development and Compliance

### Relevant Company and Staff Experience

| Project Description                                                            | Partial List of Clients                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EPA Risk Management Program (RMP) Compliance Services and RMP Plan Preparation | <ul style="list-style-type: none"> <li>• Dallas Water Utilities, Dallas, TX</li> <li>• Arlington Water Utilities, Arlington, TX</li> <li>• City of Grapevine, Grapevine, TX</li> <li>• Brazos River Authority, Waco, TX</li> <li>• Guadalupe Blanco River Authority, Port Lavaca, TX</li> <li>• San Jacinto River Authority, The Woodlands, TX</li> <li>• Knoxville Utilities Board, Knoxville, TN</li> <li>• West Wilson Utility District, Mt, Juliet, TN</li> <li>• Evansville Water &amp; Sewer Utility, Evansville, IN</li> <li>• City of South Bend, South Bend, IN</li> <li>• Vincennes Water Utilities, Vincennes, IN</li> <li>• City of Cumberland, Cumberland, MD</li> <li>• City of Battle Creek, Battle Creek, MI</li> <li>• City of Jackson, Jackson, MI</li> <li>• City of Hickory, Hickory, NC</li> <li>• City of Wilson, Wilson, NC</li> <li>• Greenville Water, Greenville, SC</li> <li>• City of Cayce, Cayce, SC</li> <li>• City of Inman, Inman, SC</li> <li>• City of Emporia, Emporia, KS</li> <li>• City of Liberal, Liberal, KS</li> </ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• City of Monmouth, Monmouth, OR</li> <li>• City of Gallup, Gallup, NM</li> <li>• C-N-W Regional Wastewater Authority, Coeburn, VA</li> <li>• Frederick Water, Stephens City, VA</li> <li>• Henry County Public Service Authority, Martinsville, VA</li> <li>• City of Cedar City, Cedar City, UT</li> <li>• City of Flagstaff, Flagstaff, AZ</li> <li>• City of Elizabethtown, KY</li> <li>• Corbin Utilities Commission, Corbin, KY</li> <li>• Berea Municipal Utilities, Berea, KY</li> <li>• Brunswick-Glynn County Joint Water &amp; Sewer Commission, Brunswick, GA</li> <li>• Macon Water Authority, Macon, GA</li> <li>• Columbus Water Works, Columbus, GA</li> <li>• Jefferson County Commission, Birmingham, AL</li> <li>• Birmingham Water Works Board, Birmingham, AL</li> <li>• Montgomery Water Works, Montgomery, AL</li> <li>• Edmond Water Utilities, Edmond, OK</li> <li>• Tahlequah Public Works, Tahlequah, OK</li> <li>• City of Muskogee, Muskogee, OK</li> <li>• City of Gillette, Gillette, WY</li> <li>• Canon City Water, Canon City, CO</li> <li>• Denver Water, Denver, CO</li> <li>• City of Elgin, IL</li> <li>• City of Decatur, IL</li> <li>• Municipal Authority of Westmoreland County, PA</li> <li>• North Fayette County Municipal Authority, Dunbar, PA</li> <li>• Morrisville Municipal Authority, Morrisville, PA</li> <li>• Bluefield Sanitary Board, Bluefield, WV</li> <li>• City of Mankato, Mankato, MN</li> <li>• City of Eagan, MN</li> <li>• City of Inver Grove Heights, MN</li> <li>• Nebraska City Utilities, Nebraska City, NE</li> <li>• Mahoning Valley Sanitary District, OH</li> <li>• Village of Byesville, Byesville, OH</li> <li>• City of Toledo, Toledo, OH</li> <li>• City of Deerfield Beach, Deerfield Beach, FL</li> <li>• Florida Keys Aqueduct Authority, Key West, FL</li> <li>• City of Fort Lauderdale, Fort Lauderdale, FL</li> <li>• City of Orlando, Orlando, FL</li> <li>• Fort Smith Water Utilities, Fort Smith, AR</li> <li>• Little Rock Wastewater, Little Rock, AR</li> <li>• Baton Rouge Water Company, Baton Rouge, LA</li> <li>• City of Bossier City, Bossier City, LA</li> <li>• City of Monett, Monett, MO</li> <li>• City of Independence, Independence, MO</li> </ul> |
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## America's Water Infrastructure Act (AWIA)

As a result of the events of September 11, 2001, Congress passed into law the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188). This law required public and private water utilities serving a population of 3,300 and greater to evaluate the security of their facilities against malevolent acts by completing a Vulnerability Assessment.

The next phase of water infrastructure security began in October 2018 when the U.S. Congress passed the America's Water Infrastructure Act (AWIA) which requires each community water system serving more than 3,300 people to develop Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed, or the existing ERP for the water system be updated, based on the results of the completed Risk and Resilience Assessment.

Each community water system must submit a certification to EPA that the system conducted the Risk and Resilience Assessment and completed an Emergency Response Plan based on the results of the assessment. The deadlines for submitting the Risk and Resilience Assessment for certification are based on the population serviced by the water system and are as follows:

- March 31, 2020 if serving  $\geq 100,000$  people
- December 31, 2020 if serving 50,000 to 99,999 people
- June 30, 2021 if serving 3,301 to 49,999 people

An Emergency Response Plan addressing the findings of the completed Risk and Resilience Assessment must be completed within six months after submission and certification of the Risk and Resilience Assessment.

After passage of the Bioterrorism Act in 2002, MunicipalH2O completed Vulnerability Assessments for water utilities using VSAT software and other guidance tools available for completing Vulnerability Assessments. With passage America's Water Infrastructure Act (AWIA) several MunicipalH2O staff members have completed the American Water Works Association Risk and Resilience Certification Program. We utilize the AWIA guidance documents and tools provided by EPA as well as supporting documentation provided by the AWWA as the basis of our approach for completing Risk and Resilience Assessments for water utilities. The result of our process and project approach allows us to complete a Risk and Resilience Assessment and Emergency Response Plan that meets all requirements of AWIA regulations in a cost-effective manner.

### Relevant Company and Staff Experience

| Projects                                                                | Name and Location of Facility                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AWIA -Risk and Resilience Assessments<br>AWIA -Emergency Response Plans | <ul style="list-style-type: none"><li>• City of Ennis, TX</li><li>• City of Sherman, TX</li><li>• City of Lufkin, TX</li><li>• City of El Campo, TX</li><li>• City of Paris, TX</li><li>• City of Brenham, TX</li><li>• City of Waxahachie, TX</li><li>• City of Navasota, TX</li><li>• City of Center, TX</li><li>• West Wilson Utility District, Mt. Juliet, TN</li><li>• Lincoln County Board of Public Utilities – Fayetteville, TN</li></ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• City of Naples, FL</li> <li>• City of Bogalusa, LA</li> <li>• City of Bossier City, LA</li> <li>• City of Monroe, LA</li> <li>• Village of Northbrook, IL</li> <li>• City of Gardner, KS</li> <li>• City of Pittsburg, KS</li> <li>• Project 7 Water Authority, Montrose, CO</li> <li>• Tri-County Water, Montrose, CO</li> <li>• City of Lorain, OH</li> <li>• City of Oregon, OH</li> <li>• City of Midwest City, OK</li> <li>• Tahlequah Public Works Authority, Tahlequah, OK</li> <li>• Frederick Water, Stephens City, VA</li> <li>• Henry County Public Services Authority, Martinsville, VA</li> <li>• City of Ashland, KY</li> <li>• Corbin Utilities Commission, Corbin, KY</li> <li>• London Utilities Commission, London, KY</li> <li>• City of El Dorado, AR</li> </ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| Emergency Response Plan Development | • Beaver Water District, Lowell AR            |
| Emergency Response Plan Review      | • Central Arkansas Water, Little Rock, AR     |
| Vulnerability Assessments           | • Benton Water Utilities, Benton, AR          |
| Emergency Response Coordination     | • Searcy Water Utilities, Searcy, AR          |
|                                     | • Magnolia Wastewater Utilities, Magnolia, AR |
|                                     | • City of Aurora, Aurora, CO                  |

## Compliance Consulting

With the growing demand for clean water and environmentally friendly operation, many water and wastewater operators have a difficult time keeping up with constantly changing regulation and compliance requirements. In many states, regulatory agencies are stepping up their regulatory compliance oversight to protect the public and ensure the safety and soundness of water and wastewater systems. This increased regulatory oversight also increases the likelihood of an audit and the possibility of fines should the audit reveal areas of non-compliance.

With years of experience providing regulatory compliance services to water and wastewater professionals across the U.S., MunicipalH2O's Compliance Consulting Services help our clients more effectively meet growing regulatory requirements that otherwise often divert resources and attention from what should be their key focus: providing clean water for their customers.

We work closely with each client to identify the compliance issues specific to their water and/or wastewater facility and design turn-key, cost-effective solutions to remediate existing issues and ensure continuous compliance. MunicipalH2O provides regulatory compliance consulting in the areas of:

- Risk Management Program (RMP) Compliance
- RMP Compliance Audits
- General Duty Clause Compliance
- Hazard Assessments
- Process Hazard Analysis
- Prevention Programs
- Risk and Resilience Assessments
- Emergency Response Plans
- Facility Safety
- Security Policies and Procedures
- Vulnerability Assessments
- Incident Investigation
- Delisting of RMP Facilities

## Relevant Company and Staff Experience

| Project Description                                                   | Name and Location of Facility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk Management Program Compliance Audits and Update of RMP Documents | <ul style="list-style-type: none"><li>• DeKalb County Department of Watershed Management, GA</li><li>• City of Dubois, DuBois, PA</li><li>• New Braunfels Utilities, New Braunfels, TX</li><li>• City of Baltimore, MD</li><li>• City of Camden, SC</li><li>• Water District No. 1 of Johnson County, Lenexa, KS</li><li>• City of Mankato, Mankato, MN</li><li>• Jefferson County Commission, Birmingham, AL</li><li>• City of Lynnwood, Lynnwood, WA</li><li>• City of Cortland, NY</li><li>• City of North Bend, OR</li><li>• City of Midlothian, Midlothian, TX</li><li>• Coastal Water Authority, Houston, TX</li><li>• City of Tallahassee, FL, Tallahassee, FL</li><li>• Beaver Water District, Lowell AR</li><li>• Jonesboro City Water Light, Jonesboro, AR</li></ul> |
| Hazard Reviews                                                        | <ul style="list-style-type: none"><li>• City of Kerrville, Kerrville, TX</li><li>• City of Marshall, Marshall, TX</li><li>• City of Apple Valley, MN</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RMP Five-Year Registration Updates | <ul style="list-style-type: none"> <li>• City of Paris, KY</li> <li>• City of Muncie, IN</li> <li>• City of Brownwood, TX</li> <li>• City of Wichita, KS</li> <li>• Municipal Utilities District, Nebraska City, NE</li> <li>• City of Groves, Groves, TX</li> <li>• Greeneville Water Commission, Greeneville, TN</li> <li>• West Wilson Utility District, Mt, Juliet, TN</li> <li>• City of Vidalia, Vidalia, LA</li> <li>• South Adams County Water &amp; Sanitation, Commerce City, CO</li> <li>• City of Lebanon, Lebanon, TN</li> <li>• Marshall Utilities, Marshall, TX</li> <li>• West Travis County Public Utility Agency, Bee Cave, TX</li> <li>• City of Independence, Independence, KS</li> </ul> |
| RMP Compliance Audits              | <ul style="list-style-type: none"> <li>• City of Gardner, KS</li> <li>• Genesee County Division of Water and Waste Services, MI</li> <li>• City of Evanston, IL</li> <li>• City of Midland, MI</li> <li>• City of Marshall, TX</li> <li>• Coastal Water Authority, Pasadena, TX</li> <li>• Eastside Utility District, Chattanooga, TN</li> <li>• City of Cortland, NY</li> <li>• Williamsport Municipal Water Authority/Williamsport Sanitary Authority, Williamsport, PA</li> <li>• City of Duluth, MN</li> <li>• Beaver Water District, Lowell, AR</li> <li>• Denver Water, Denver, CO</li> <li>• South Adams County WSD, Commerce City, CO</li> </ul>                                                      |
| RMP Compliance Training            | <ul style="list-style-type: none"> <li>• Department of Environmental Protection, New York City, NY</li> <li>• Severn Trent</li> <li>• City of Amarillo, TX</li> <li>• North Texas Municipal Water District, Wylie, TX</li> <li>• Fort Lauderdale, FL</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| General Duty Clause Compliance     | <ul style="list-style-type: none"> <li>• North Little Rock Waste Water, North Little Rock, AR</li> <li>• Baton Rouge Water Company, Baton Rouge, LA</li> <li>• Dade County Water &amp; Sewer Authority, Trenton, GA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Delisting of RMP Facilities        | <ul style="list-style-type: none"> <li>• Morristown Utility Commission, Morristown, TN</li> <li>• Benton Water Utilities, Benton, AR</li> <li>• Zapata County Waterworks, Zapata, TX</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Our Headquarters

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[www.municipalh2o.com](http://www.municipalh2o.com)

# Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works  
Janet Harrouff, Director of Finance

CC: Department Heads

DATE: January 21, 2021

SUBJECT: Projects for a Second State Revolving Fund Drinking Water Loan

Last year we hired BG Consultants to build a model of our existing water distribution system. Over the past several months, BG Consultants and City staff have run a variety of scenarios through the model to help identify areas where our limited resources should be concentrated. The water model identified several projects which will take stress off of older water lines, give the water system redundancy, allow us to move more water across town and replace problematic, older lines. Due to State Revolving Fund Drinking Water Loan regulations, we are not allowed to utilize the funds from the first loan on projects which were not listed on the loan application.

The current State Revolving Fund Drinking Water Loan is for approximately \$10,000,000.00. We would like to complete six (6) projects from those listed in the current loan utilizing approximately \$4,000,000.00. The water model identified six (6) projects which would allow us to better concentrate our resources. Therefore, we would like to apply for a second loan for approximately \$11,000,000.00.

The total amount between the two (2) loans would be approximately \$15,000,000.00. The debt would be on a 20-year note, and the current interest rate on a State Revolving Fund Drinking Water Loan is 1.36%. Based on current revenues, the budget would allow for debt payments of the two (2) loans.

Attachments: Project Spreadsheet

## State Revolving Fund Loan Projects

| Item     | Loan | Status          |      |                                                                                                    |
|----------|------|-----------------|------|----------------------------------------------------------------------------------------------------|
| Water 1  | 1    | Completed       | 2020 | Watermain project (Peyton under RR)                                                                |
| Water 2  | 1    | In Construction | 2020 | Watermain project (9th Ave from Elm to Lawrence & Elm from 6th to N.R.H.)                          |
| Water 3  | 1    | Office Check    | 2020 | Watermain project (12th Ave Grand to Chestnut)                                                     |
| Water 4  | 1    |                 | 2021 | Watermain project (6th Ave Funston to Lincoln)                                                     |
| Water 5  | 1    |                 | 2022 | Watermain project (Lincoln street under I35 connection)                                            |
| Water 6  | 1    |                 | 2023 | 12th Avenue Water Tower upgrade and rehab                                                          |
| Water 7  | 2    |                 | 2022 | Watermain project (SE Trans Phase 1 & 7th Ave from Sunnyslope to West & Garfield from 6th to 12th) |
| Water 8  | 2    |                 | 2022 | Watermain project 24th to Prairie to 18th Ave                                                      |
| Water 9  | 2    |                 | 2023 | Watermain project Prairie: 18th to 12th                                                            |
| Water 10 | 2    |                 | 2023 | Watermain - Peyton: WT to 12th to 6th & South: Peyton to Carter                                    |
| Water 11 | 2    |                 | 2024 | Watermain project SE Trans - West to Neosho to South                                               |
| Water 12 | 2    |                 | 2024 | Watermain project (Lincoln St. - 24th Ave to Briarcliff)                                           |

|              | Loan 1             | Loan 2              |
|--------------|--------------------|---------------------|
|              | \$400,000          | \$2,677,355         |
|              | \$695,000          | \$2,541,850         |
|              | \$915,000          | \$1,278,100         |
|              | \$585,000          | \$1,744,075         |
|              | \$314,820          | \$1,939,345         |
|              | \$1,000,000        | \$573,495           |
| <b>Total</b> | <b>\$3,909,820</b> | <b>\$10,754,220</b> |

# Memo

**To:** Mark McAnarney  
**Cc:** City Commission & Department Heads  
**From:** Jim Ubert  
**Date:** January 21, 2021  
**Re:** 2021 Street Rehab Proposed Streets

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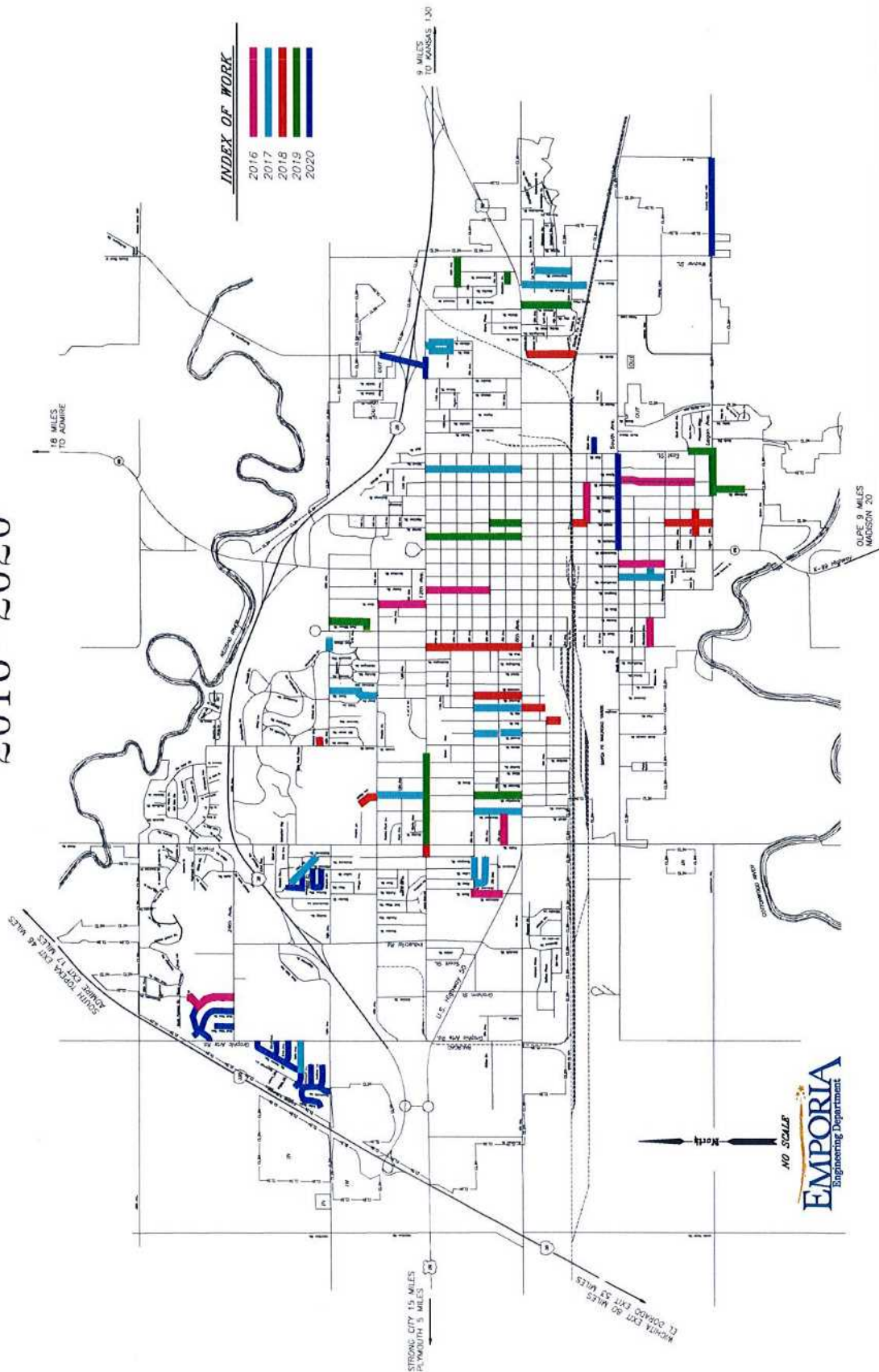
The attached sheets show the map of proposed streets for the 2021 City Street Rehab project. Some highlights are as follows:

1. The City has made recent investments (2020 Street Rehab) in the pavement surface 12<sup>th</sup> Avenue from Whittier to and including Burlingame to Riley Ave, Rapid Flashing Crossing Walk Signals near Dillons and Mechanic St. 12<sup>th</sup> Avenue (Whittier to Commercial) carries over 10,000 vpd. This portion of 12<sup>th</sup> Avenue would have been completed last year except South Avenue (Commercial to East) was selected in conjunction with the other collector roads (Weaver St. & Logan Ave) that serve Industrial Park III and the employment base there.
2. Mechanic (South Avenue to 2<sup>nd</sup>), Elm (9<sup>th</sup> to NRH), Trowman Way, Belmont Ct, Old Manor, & Randolph (Neosho to West) are rated low and beyond slurry/chip seal.
3. Woodland and Elm (6<sup>th</sup> to 9<sup>th</sup>) are add alternates to the above list.
4. Portions of 9<sup>th</sup> Avenue (Lawrence to Commercial) (Elm to Woodland) remain on the list for the following year consideration. There is waterline work being proposed along Woodland at 9<sup>th</sup>.





# STREET REHABILITATION 2016-2020



# Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: January 21, 2021

SUBJECT: Skatepark Improvement Discussion

City Staff has been contacted several times about making improvements to the skatepark located on South Avenue. We have been contacted by several skateboard park designers for improvements to these types of facilities. We plan on discussing a proposal at the January 27<sup>th</sup> Study Session.



## ACTION SPORTS CONCEPT DESIGN AGREEMENT SANTA FE PARK | EMPORIA, KS

American Ramp Company provides professional design services geared to create a completely custom bike and skate park design that is unique to your community. Our team of professional Skateboarders, Cyclists, Designers, Engineers, and Visual Artists will work directly with your project team to generate ideas and develop your park concept plan.

Our Conceptual Design services will include the following:

### Site Review

- Review the proposed site(s) of future amenities to identify opportunities and constraints
- Identify opportunities for park design themes
- Identify potential locations for entry, drainage flow, and sightlines and spectator viewing
- Summarize site review findings with project team

### Live or Virtual Meetings

- Live or virtual meeting with key stakeholders and project team
- Submit recommendations for site
- Live or virtual community engagement (if requested)

### Conceptual Design

- Provide site specific conceptual design that details each proposed amenity

### Design Revisions

- Design webinar revision and presentation with project team
- Revise conceptual designs based on feedback from project team (if needed) (2 revisions included)
- Verify design is responsive to the site and budget considerations

### Deliverables

- Final conceptual design detailing each skate & bike park amenity
- High resolution 3D renders detailing site layout, features, color, and texture
- Poster prints of park design and digital files of design and 3D renders for sharing and generating support
- Fly through video rendering of park concept design
- Final cost estimate for construction and implementation

### Total Cost

- The total cost for our interactive professional Conceptual Design Package = **\$20,000.00** (100% due at time of signing) + Reimbursable Expenses (Not to exceed **\$1,500.00**/Please refer to Attachment A)

Customer Name:

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

Phone Number:

Fax Number:

Email Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved By:

Signature

Date

Print Name / Title

\_\_\_\_\_

\_\_\_\_\_

# Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: January 21, 2021

SUBJECT: Discuss Buildings

The City Commission would like to begin discussions with Staff regarding the future plans for the empty or soon to be vacated buildings surrounding the Civic Building. This is just a preliminary discussion to get ideas on how to move forward in the future.