

## **CITY COMMISSION MEETING**

February 3, 2021 at 1:30 PM

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

### **Agenda**

#### **Meeting Items**

1. Members Present:
2. Consent Agenda
3. Public Comment
  - A. Proclamation Recognizing February 19<sup>th</sup> as Emporia State University Day.
4. Conduct Public Hearing for Flint Hills Crossing Community Improvement District.
5. Consider Adoption of Ordinance Creating the Flint Hills Crossing Community Improvement District.
6. Award Bid for New Police Department Vehicles.  
Consider Approval of Agreement with Municipal H2O to Prepare Risk and Resilience Plan
7. & Emergency Response Plan for the Water Treatment Plant.
8. Approve Ordinance Amending City Code Regarding Hosting Minors Consuming Alcohol.
9. Consider Approval of Memorandum of Understanding with Emporia Country Club for Pickleball Project.
10. Consider Approval of Real Estate Donation Agreement from Emporia Country Club.
11. Report from City Manager on Activities
12. City Commission Reports and Comments
13. Executive Session



*\*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 48 hours before the event at 620-343-4285 or [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov)*

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**Consent Agenda**

**SUBJECT:**

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items. Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Regular Meeting held on January 20, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on January 15<sup>th</sup> and January 29, 2021.
- c. Consider Set Bid Time and Date to receive bids for New Wheel Loader for the Transfer Station.
- d. Consider Set Bid Time and Date to receive bids for the 2021 Hazardous Sidewalk Project.

**RECOMMENDATION:**

- a. Approve Minutes.
- b. Approve Payroll.
- c. Approve Time and Date.
- d. Approve Time and Date.

**BACKGROUND SUMMARY:**

**ACTION RECORD**

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 2c

**SUBJECT:** Set 2:00 p.m. February 17, 2021, as the time and date to receive bids for a new wheel loader for the transfer station.

**RECOMMENDATION:** Set bid time and date as indicated.

### BACKGROUND SUMMARY:

The Solid Waste Division Transfer Station is seeking approval to replace its current Wheel Loader with Setco hard rubber tires. The 2021 Budget includes \$200,000.00 for its replacement.

The current unit is a 2010 model year Case 621E. It has more than 7,800 hours. It is a daily use machine. Typically, heavy equipment is traded at 5 years or 5,000.00 hours. This machine is nearing its end of life.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 2d

**SUBJECT:** Set 3:00 p.m., Tuesday, February 23, 2021 as the time and date to receive bids for the 2021 Hazardous Sidewalk Project.

**RECOMMENDATION:** Set bid time and date as indicated.

**BACKGROUND SUMMARY:**

The project is being funded by the Multi Year Fund.

Attached is the Invitation to Bid.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

## INVITATION TO BID

Sealed bids for the **2021 Hazardous Sidewalk Project** will be received at the office of the City Clerk, City of Emporia, Kansas located at 104 E. 5th Avenue, up to **3:00 p.m. on Tuesday, February 23, 2021**, and then publicly opened in the Engineering Department's Conference Room located at 522 Mechanic Street. A non-mandatory pre-bid conference will be held at 3:00 p.m. on Tuesday, February 16, 2021, at the same location.

The work will consist of all Hazardous Sidewalk replacement at locations assigned by the City for the Calendar Year 2021. Contractor will receive a Purchase Order as requests are received and will have 60 calendar days from the date of the Purchase Order to complete the work at the site or sites indicated. Unit prices will be per Purchase Order and not based on total project quantity:

| <u>BID ITEM</u>                  | <u>ESTIMATED QUANTITY</u> |
|----------------------------------|---------------------------|
| 4" Sidewalk (0 SF –100 SF)       | 50 SF                     |
| 4" Sidewalk (101 SF – 250 SF)    | 1,800 SF                  |
| 4" Sidewalk (251 SF +)           | 2,000 SF                  |
| 6" Sidewalk                      | 400 SF                    |
| 6" Reinforced Sidewalk           | 250 SF                    |
| Miscellaneous Site Work          | 50 HR                     |
| Curb & Gutter (Remove & Replace) | 60 LF                     |
| Handicap Ramp (Warning Panel)    | 20 SY                     |
| Handicap Ramp (No Panel)         | 5 SY                      |
| Saw Cutting                      | 100 LF                    |

Specifications and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for specifications and bid documents is twenty dollars (\$20), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of specifications and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in the flat rate amount of \$1,000. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety. It will be the intent of the City to no longer add large sections of downtown sidewalk to this program unless agreed to by the contracted contractor.

The Bidder to whom the Contract is awarded will be required to furnish a statutory bond for twenty thousand dollars (\$20,000) and a performance and maintenance bond for twenty thousand dollars (\$20,000); the bonds to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of thirty (30) days after the time set for opening of bids.

*If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov)*

THE CITY OF EMPORIA, KANSAS

Kerry Sull  
City Clerk

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 3

**SUBJECT:** Public Comment

**RECOMMENDATION:**

**BACKGROUND SUMMARY:**

- Proclamation Recognizing February 19<sup>th</sup> as Emporia State University Day.  
*-To accept Jose Feliciano, Director Of Alumni Relations and Paul Frost, Associated Student Government President for Emporia State University.*

### Citizen Appearance Procedures

Presentations by individuals during "Citizen Appearance" portion of the Commission agenda shall be limited two minutes each. No personal attacks, comments or opinions shall be expressed or made against or about any member of the Commission, Mayor, City Employee, individual group or corporation.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_



## Proclamation

**WHEREAS**, Emporia State University has maintained and continuously created a momentous mission to empower people and communities through education; and

**WHEREAS**, Emporia State University provides access and opportunity for state, regional, national, and international experiences to the City of Emporia through its vision, mission, and values; and

**WHEREAS**, Emporia State University continually strives to thrive in and embrace an ever-changing, diverse world in providing programs for students and community members to gain a sense of respect and responsibility to advance the common good of our state, nation, and world; and

**WHEREAS**, Lyon County, the City of Emporia, and Emporia State University continue to build a University Community that strives for excellence in presenting campus and community opportunities, and commits to service to positively impact our campus and local communities; and

**WHEREAS**, Emporia State University will commence to celebrate its 158<sup>th</sup> anniversary on Founders' Day, February 19th, 2021;”

**NOW, THEREFORE**, I, Robert F. Gilligan, Mayor of the City of Emporia, Kansas, do hereby proclaim February 19th, 2021, as

### **“EMPORIA STATE UNIVERSITY DAY”**

in Emporia, Kansas, and urge all Emporians to join together, going forward hand in hand, as we celebrate the founding of Emporia State University.

*DONE this 3rd Day of February 2021*

ATTEST:

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

\_\_\_\_\_  
Kerry Sull, City Clerk

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 4

**SUBJECT:** Public Hearing on Flint Hills Crossing CID.

**RECOMMENDATION:** Conduct and Close the Public Hearing.

**BACKGROUND SUMMARY:**

This is the required statutory hearing under Kansas law. Notices were published in the Gazette and sent to the required landowners as required by statute. Attached is the Resolution passed by the City Commission establishing this hearing date.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

**RESOLUTION NUMBER 3641**

**A RESOLUTION TO PROVIDE NOTICE OF A PUBLIC HEARING ON THE  
ADVISABILITY OF CREATING THE FLINT HILLS CROSSING COMMUNITY  
IMPROVEMENT DISTRICT**

WHEREAS, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended (the "Act"), authorize the governing body of any municipality to adopt an ordinance establishing a community improvement district ("CID") after receipt of a proper petition and holding a public hearing thereon;

WHEREAS, on December 29, 2020, the petition to establish the Flint Hills Crossing Community Improvement District was filed with the City Clerk (the "City Clerk") of the City of Emporia, Kansas (the "City");

WHEREAS, the petitioners are owners of 100% of the property in the proposed CID and request the formation of a CID for the purpose of financing project costs eligible for reimbursement pursuant to the Act (the "Project") within the District; and

WHEREAS, the general nature of the Project as described in the petition is the commercial development of approximately 11 acres of real property located at the northwest corner of the existing I-35/State Hwy 50 off ramp and Graphic Arts Road, located within the City, and is expected to include the construction of an approximately 9,545 sq. fit gas/convenience store and associated public infrastructure improvements; and

WHEREAS, the cost of the Project is estimated to be \$6,870,773.61, with \$935,819.69 financed through CID revenues over the life of the district; and

WHEREAS, the petitioners propose financing the eligible Project costs through pay-as-you-go financing; and

WHEREAS, the petitioners propose levying a one percent (1.0%) community improvement district sales tax on retail sales within the district; and

WHEREAS, a boundary map of the proposed District is attached hereto as Exhibit A; and

WHEREAS, the legal description of the proposed district is attached hereto as Exhibit B;  
and

WHEREAS, pursuant to the Act, on February 3, 2021, the Board of Commissioners will hold a public hearing on the advisability of creating or modifying the proposed Flint Hills Crossing Community Improvement District.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Emporia, Kansas:

1. That the City Commission shall hold a public hearing on the advisability of creating the Flint Hills Crossing Community Improvement District in Emporia, Kansas and the levy of the requested Community Improvement District sales tax, on the 3<sup>rd</sup> day of

February 2021 at 1:30 p.m., in the Municipal Court Room/City Commission Room located at 518 Mechanic Street, Emporia, Kansas.

2. That the City Clerk shall cause notice of the public hearing to be published by publication of this resolution, at least once each week for two consecutive weeks, with the second publication occurring at least seven days prior to the hearing, in the City's official newspaper.
3. That the City Clerk shall cause notice of the public hearing to be sent by mailing a copy of this resolution by certified mail to all owners within the proposed district at least ten days prior to the hearing.
4. That this resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 6<sup>th</sup> day of January 2021.



(SEAL)

  
\_\_\_\_\_  
Danny Giefer, Mayor

ATTEST:   
Kerry Sull, City Clerk

EXHIBIT A

MAP OF COMMUNITY IMPROVEMENT DISTRICT (CID1)

TRACT A + RIGHT OF WAY

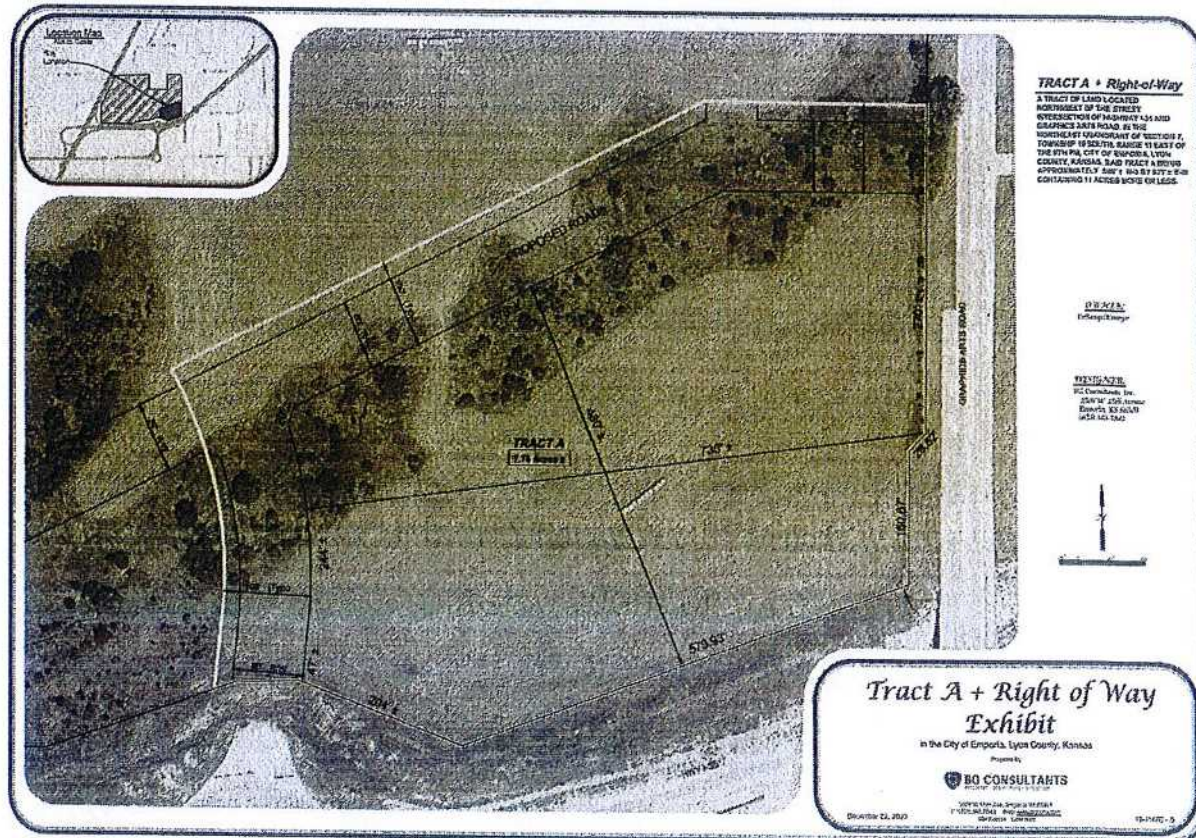


EXHIBIT B

LEGAL DESCRIPTION OF COMMUNITY IMPROVEMENT DISTRICT

CID1: TRACT A + RIGHT OF WAY

A TRACT OF LAND LOCATED NORTHWEST OF THE STREET INTERSECTION OF HIGHWAY I-35 AND GRAPHICS ARTS ROAD, IN THE NORTHEAST QUADRANT OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6<sup>TH</sup> PM, CITY OF EMPORIA, LYON COUNTY, KANSAS, SAID TRACT A BEING APPROXIMATELY 560' +/- N-S BY 835' +/- E-W CONTAINING 11 ACRES MORE OR LESS.

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 5

**SUBJECT:** Consider Adoption of Ordinance Creating the Flint Hills Crossing Community Improvement District.

**RECOMMENDATION:** Approve Ordinance.

### BACKGROUND SUMMARY:

The owners of the Flint Hills Crossing CID have made an application for a 1% sales tax overlay on their property adjacent to the Kansas Turnpike. The application was reviewed in accordance with City policies and was recommended by the Regional Development Association of East Central Kansas. The public hearing was held in accordance with Kansas law and the staff recommends approval of the district. The maximum term of a CID is 22 years. Funds collected from the CID overlay will be used for infrastructure adjacent to the site primarily storm drainage and the construction of a new roadway connecting Graphic Arts to the north round bout. Projected cost of the improvement is 1.7 million dollars with 50% being derived from the CID collected on the site.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

(Published in the *Emporia Gazette* on \_\_\_\_\_, 2021)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CREATING THE FLINT HILLS CROSSING COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Emporia, Kansas (the "City") is authorized to create community improvement districts in the City for economic development purposes and for any other purpose for which public money may be expended; and

WHEREAS, on January 29, 2020 a petition (the "Petition") was submitted to the City Clerk signed by the owners of record of 100% of the land area within the proposed community improvement district, and by owners collectively owning 100% by assessed value of the land area within the proposed district (the "Petitioner") requesting (i) the creation of a community improvement district under the Act to be known as Flint Hills Crossing Community Improvement District (the "CID"), (ii) the construction of the Project as described in the Petition and authorized by the Act (the "Project"), and (iii) the imposition of a community improvement district sales tax within the CID in the amount of 1.00% to pay a portion of the costs of the Project (the "CID Sales Tax"); and

WHEREAS, pursuant to the Act and Resolution No. 3641 adopted January 6, 2021, and after providing notice of hearing as required by the Act, a public hearing on the creation of the CID and the imposition of the CID Sales Tax was opened on February 3, 2021 and all interested parties were given an opportunity to be heard; and

WHEREAS, the governing body of the City finds and determines it is in the best interest of the City and in furtherance of the purposes of the Act to create the CID and authorize levy of the CID Sales Tax.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

SECTION 1. Creation of District. The CID is created within the City and shall be designated the Flint Hills Crossing Community Improvement District. The legal description of the CID is attached as **Exhibit A** and the boundaries of the District are depicted on the map attached as **Exhibit B**.

SECTION 2. Project and Project Costs. The Project is authorized and described as follows: commercial development of approximately 11 acres of real property located at the northwest corner of the existing I-35/State Hwy 50 off ramp and Graphic Arts Road, which is

anticipated to include the construction of an approximately 9,545 sq. ft. gas/convenience store, and all related improvements, including street improvements, necessary utility infrastructure, soft costs and other costs or items as permitted by the Act and identified in the Development Agreement between the City and CSJD, LLC and The Bailey Group, LP (the "Developer"), as developer of the Project (the "Development Agreement"). The Project is located on the land described in **Exhibit A** and **Exhibit B** to this ordinance, in the city of Emporia, Lyon County, Kansas. The estimated cost of the Project is described in the Development Agreement and a portion of such costs are expected to be reimbursed from the CID Sales Tax revenue, if authorized by the Act and the Development Agreement.

SECTION 3. Method of Finance. The portion of Project cost to be financed from revenues of the CID Sales Tax will be funded on a pay-as-you-go basis, as defined in the Act. No special assessments will be levied under the Act and no bonds of the City will be issued.

SECTION 4. Levy of Sales Tax. Pursuant to the Act, a 1.00% retailers' sales tax shall be levied within the CID on the selling of tangible personal property at retail or rendering or furnishing of services taxable under provisions of the Kansas retailers' sales tax act, as amended. The imposition of the CID Sales Tax shall begin upon the Developer's request as provided in the Development Agreement and as soon as the levy of the tax is approved by the Kansas Department of Revenue (KDOR), or any other effective date the City may approve by ordinance if a change in the effective date of the CID Sales Tax is requested by the Developer and such date is approved by KDOR. The CID Sales Tax shall be administered, collected by the KDOR, subject to the provisions of the Act, the Development Agreement between the City and Developer, K.S.A. 12-187 *et seq.*, and rules and regulations of the KDOR.

SECTION 5. Development Agreement; Pre-condition to Publication and Effectiveness of Ordinance. As a pre-condition to the City Clerk's publication of this ordinance, the City and the Developer shall enter into the Development Agreement in substantially the form submitted to the governing body with this Ordinance, further describing the Project and the costs thereof, setting forth the terms and conditions of the Developer's construction and completion of the CID Project, as well as the reimbursement procedures for CID Eligible Project Costs identified therein.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after passage by the governing body and publication one time in the official City newspaper. When this Ordinance is effective, the City Clerk shall provide a certified copy of the ordinance to the Kansas Department of Revenue. This Ordinance shall also be recorded in the office of the Lyon County Register of Deeds, as required by the Act.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by vote of the governing body of the City of Emporia,  
Kansas on February 3, 2021.

CITY OF EMPORIA, KANSAS

[seal]

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

ATTEST:

By \_\_\_\_\_  
Kerry Sull, City Clerk

## **EXHIBIT A**

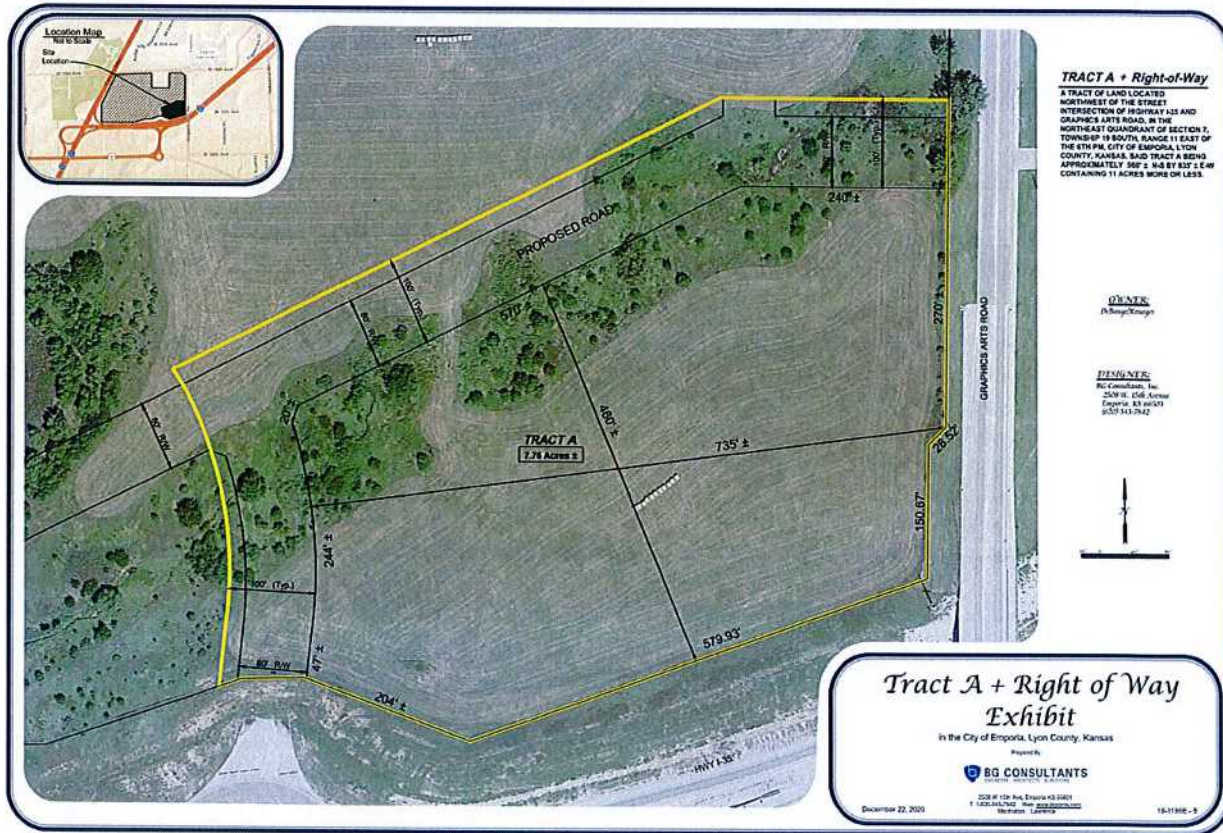
(Legal Description of Flint Hills Crossing Community Improvement District)

### CID1: TRACT A + RIGHT OF WAY

A TRACT OF LAND LOCATED NORTHWEST OF THE STREET INTERSECTION OF HIGHWAY I-35 AND GRAPHICS ARTS ROAD, IN THE NORTHEAST QUADRANT OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6<sup>TH</sup> PM, CITY OF EMPORIA, LYON COUNTY, KANSAS, SAID TRACT A BEING APPROXIMATELY 560' +/- N-S BY 835' +/- E-W CONTAINING 11 ACRES MORE OR LESS.

## EXHIBIT B

(Map of Flint Hills Crossing Community Improvement District)



### EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas, met in regular session at the usual meeting place in the City on February 3, 2021, at 1:30 p.m., Central Time, with Mayor Rob Gilligan presiding, and the following members of the governing body present:

The following members were absent:

The Mayor opened a public hearing on creation of the proposed Flint Hills Crossing Community Improvement District and the levy of a sales tax within the proposed district pursuant to public notice given as authorized by Resolution No. \_\_\_\_\_. All those persons present to speak to the issue were heard. The Mayor closed the public hearing.

An Ordinance was presented to the governing body entitled:

AN ORDINANCE CREATING THE FLINT HILLS CROSSING COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT.

The Ordinance was considered and discussed; and on motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Ordinance passed by the following vote of the governing body:

Yes:

No:

The Ordinance was assigned No. \_\_\_\_\_.

\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the February 3, 2021 meeting of the governing body of the City of Emporia, Kansas.

[Seal]

\_\_\_\_\_  
Kerry Sull, City Clerk

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 6

**SUBJECT:** Consider bids for Two New Police Vehicles.

**RECOMMENDATION:** Award Two New 2021 Ford F150 Pickups for a total of \$59,980.00 to John North Ford.

### BACKGROUND SUMMARY:

The old Police cars that will be replaced with the new ones will be transferred down to other departments in order to get as extended life as possible from each vehicle. The City has disposed of trade-in vehicles earlier this year through Purple Wave Auctions, and plan to do the same next summer.

The 2021 budget for replacing two police vehicles is \$114,000.00.

Following is a bid tabulation for this purchase:

### BID TABULATION 2021 POLICE CARS

| Year Make Model             | John North Ford<br>3002 W. HWY 50<br>Emporia, KS. | Longbine Auto<br>3012 W. HWY 50<br>Emporia, KS | Emporia Motors<br>1815 W. HWY 50<br>Emporia, KS |
|-----------------------------|---------------------------------------------------|------------------------------------------------|-------------------------------------------------|
|                             | Bid                                               | Bid                                            | Bid                                             |
| 2021 Ford Interceptor       | \$34,486.00                                       |                                                |                                                 |
| Hybrid                      | \$37,638.00                                       |                                                |                                                 |
| 2021 Ford F150 Pickup       | \$29,990.00                                       |                                                |                                                 |
| 2021 Chevy Tahoe            |                                                   | \$39,524.96                                    |                                                 |
| 2021 Chevy Silverado Pickup |                                                   | No Bid                                         |                                                 |
| 2021 Dodge Durango          |                                                   |                                                | No Bid                                          |
| 2021 Dodge Ram Pickup       |                                                   |                                                | No Bid                                          |

Attached is a memo of recommendation from Interim Chief, Edward Owens.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

# Memo

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**To:** Mark McAnarney, Lane Massey, Tim Frevert  
**From:** Edward P. Owens  
**Date:** 01-27-2021  
**Subject:** 2021 Police Vehicle Bids

The 2021 CIP budget to purchase and equip two police vehicles was approved for \$114,600.00.

Bids were offered to three local dealerships. Two dealerships, John North Ford and Longbine Auto submitted bids for your consideration. The bids are competitive with respect to the Police Department needs for patrol vehicles.

Longbine Auto submitted a bid on their 2021 Chevy Tahoe. The bid was \$39,524.96. Longbine Auto did not submit a bid on their 2021 Silverado pickup. The delivery date was set at 120 days after receipt of order for the Chevy Tahoe.

John North Ford submitted three bids. The first is the all wheel drive 2021 Police Package SUV Interceptor for \$34,486.00 with a delivery date between 90 to 120 days after receipt of order. The second bid is all wheel drive 2021 Police Package Interceptor Hybrid SUV for \$37,638.00. It too has a delivery date between 90 to 120 days after receipt of order. The third bid is a 2021 Ford F-150 crew cab 4X4 pickup. The bid amount is \$29,990.00, continuing with the same delivery date.

The Police Department patrol division consists of AWD Ford Interceptor SUV's. We respectfully request a small change in our patrol fleet this calendar year. Our Supervisor vehicles have become full of extra equipment needed in day to day operations. Therefore, we would request two Ford F-150 pickups for a total of \$59,980.00. This would alleviate some issues as far as space allowed for equipment. It would also save our CIP allowance \$8,992.00 compared to the standard Ford SUV Interceptor for police vehicles this year. The remaining balance, approximately \$63,000, would be used to outfit our patrol vehicles as with years past.

Thank you for your consideration,

Edward P. Owens, Interim Chief of Police.

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 7

**SUBJECT: 7.** Consider Approval of Agreement with Municipal H<sub>2</sub>O to Prepare Risk and Resilience Plan & Emergency Response Plan for the Water Treatment Plant.

**RECOMMENDATION:** Staff recommends the approval of the agreement to prepare the Risk and Resiliency Plan and the Emergency Response Plan with Municipal H<sub>2</sub>O for \$24,500.00.

### BACKGROUND SUMMARY:

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 the risk and resilience assessment and develop an emergency response plan. They will assist the City with the submission to the U.S. E.P.A.

The total cost of this project will be \$24,500.00.

Attachment: Municipal H<sub>2</sub>O Proposal  
Municipal H<sub>2</sub>O Statement of Qualifications  
Municipal H<sub>2</sub>O Emporia, KS AWIA Services Agreement

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_



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> |
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|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| 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, Lynwood, 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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One Financial Centre  
650 S. Shackleford Road, Suite 325  
Little Rock, AR 72211  
Phone: (800) 897-9425 • Fax: (501) 537-7778  
E-mail: [service@municipalh2o.com](mailto:service@municipalh2o.com)  
[www.municipalh2o.com](http://www.municipalh2o.com)

## PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by the City of Emporia, located in Emporia, Kansas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

**1. SERVICES TO BE PROVIDED BY MHC.** In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform Project services ("Services") related to CITY compliance with America's Water Infrastructure Act requirements as specified in Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

**2. COMPENSATION.** CITY agrees to pay MHC a total One-Time Project Fee of **\$24,500** with payments scheduled as follows:

- 20% upon Signing of AGREEMENT
- 40% upon Completion of the Risk and Resilience Assessment Plan
- 40% upon Completion of the Emergency Response Plan

Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the project services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the project services specified in Exhibit A can normally be performed by telephone and through online services and tools provided by MHC. If any of the project services require a site visit and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work. All fees shall be deemed fully earned and non-refundable upon delivery to CITY of the Report described in Exhibit A.

**3. COOPERATION.** CITY agrees to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete the required services.

**4. CONFIDENTIALITY.** Each party to this AGREEMENT agree that neither it nor its employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other party, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

**5. WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY.** MHC warrants that it will use commercially reasonable efforts to provide the Services. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CITY HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY WAIVES ANY CLAIM FOR NEGLIGENCE IN THE PERFORMANCE OR DELIVERY OF THE SERVICES. IN NO EVENT SHALL (I) MHC BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (II) SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CITY TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER MHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

**6. NOTICES.** Any notices required pursuant to this AGREEMENT shall be mailed by first class or certified mail to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O  
Attention: MHC Business Operations  
650 South Shackleford Rd, Suite 325  
Little Rock, AR 72211

City of Emporia (CITY):

City of Emporia  
Attention: Director of Public Works  
P.O. Box 928  
Emporia, KS 66801

**7. MISCELLANEOUS.** Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

**City of Emporia (CITY):**

|                           |                         |
|---------------------------|-------------------------|
| <u>Robert F. Gilligan</u> | <u>February 3, 2021</u> |
| Print Name                | Date                    |
| <u></u>                   |                         |
| Signature                 |                         |
| <u>Mayor</u>              |                         |
| Title                     |                         |

**AssureCo Risk Management and Regulatory Compliance LLC (MHC)**

|            |         |
|------------|---------|
| <u></u>    | <u></u> |
| Print Name | Date    |
| <u></u>    |         |
| Signature  |         |
| <u></u>    |         |
| Title      |         |

## **EXHIBIT A**

### **Scope of Services**

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

#### **Complete Risk and Resilience Assessment**

1. Identify assets of the CITY 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 CITY 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 CITY
  - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
4. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment Plan

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

Provide assistance in updating/developing an Emergency Response Plan for the CITY Water System based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the CITY 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 CITY 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 CITY 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
    - Emergency 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 in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan that incorporates the findings of the Risk and Resiliency Assessment

### **Report**

Upon completion of the work described above, MHC will deliver to CITY one or more reports (the "Report") setting forth its findings and/or recommendations.

**EXHIBIT B**  
**CITY RESPONSIBILITIES**

In accordance with the terms of Section 3 of the AGREEMENT, CITY understands and agrees to consistently and promptly perform the following requirements:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required project services.
2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.
3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of the Risk and Resilience Assessment.
4. Identify and coordinate meetings between MHC and CITY personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to compile the Risk and Resilience Assessment Report and Emergency Response Plan.
5. Promptly reply to any MHC voice mail or email related to a request for information related to the "AWIA Project."
6. MHC is not obligated to continue the work and may stop work if requests for information required to complete the project are not provided on a timely basis.

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 8

**SUBJECT:** Ordinance Amending City Code Sec. 4-49 Hosting Minors Consuming Alcohol.

**RECOMMENDATION:** Approve Ordinance.

**BACKGROUND SUMMARY:**

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 the City Commission update the code section to add a definition for the term "minor" to mean any person under 21 years of age in conformity with K.S.A. 21-5608.

City Staff recommends approval of the ordinance.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO ALCOHOL; AMENDING CITY CODE SECTION 4-49 HOSTING MINORS CONSUMING ALCOHOL.**

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas;

**Section 1:** Section 4-49 of the Code of the City of Emporia, Kansas, is hereby amended as follows:

**“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)”

**Section 2.** That Sections 4-49 of the Code of the City of Emporia, Kansas as it existed prior to the adoption of this ordinance is hereby repealed, and the newly adopted Section 4-49 as amended shall be included and incorporated in the code of the City of Emporia, Kansas.

**Section 3.** This ordinance shall take effect upon its publication in the official city newspaper.

PASSED AND APPROVED this 3<sup>rd</sup> day of February 2021.

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

ATTEST:

\_\_\_\_\_  
Kerry Sull, City Clerk

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 9

**SUBJECT:** Memorandum of Understanding with Emporia Country Club for Pickleball Project.

**RECOMMENDATION:** Approve Memorandum of Understanding and Authorize Pickleball Project.

**BACKGROUND SUMMARY:**

At the request of the City Commission staff have worked on potential park projects over the last couple of years. Attached is a revised Memorandum of Understanding with Emporia Country Club for the donation of property for the construction of a new pickleball facility. A local group of pickleball players has asked the City to consider building new pickleball courts. This group has committed to raising \$60,000 in private donations. If the project is approved, we anticipate construction will start in Spring 2021 and will be completed by July 31, 2021.

|                         |             |
|-------------------------|-------------|
| Estimated project cost: | \$300,000   |
| Private Donations:      | (\$ 60,000) |
| Net City Cost:          | \$240,000   |

**ACTION REQUIRED**

Approve the 2021 Pickleball Project in an amount not to exceed \$300,000 and authorize the Mayor and staff to execute Memorandum of Understanding and all necessary documents.

**ACTION RECORD**

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

## 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 a parking easement to City which will include public parking stalls for use by park patrons, at least one of which will provide disability access to the park.
3. ECC agrees to allow City to place signs in agreed upon locations in the parking lot and near the entrance of the parking lot indicating the location of the public parking stalls.
4. ECC agrees to grant ingress/egress easements to City for driving access to parking stalls and walking access between parking stalls and City park area.
5. City agrees to develop and construct pickleball courts and sidewalks in the real property area donated by ECC.
6. ECC agrees to provide snow removal for parking stalls.
7. City agrees to grant a right of first refusal to ECC for the donated property.
8. ECC agrees to grant a right of first refusal to City for purchase of any portion of the adjacent property owned by The Emporia Country Club.

IN WITNESS WHEREOF the parties hereto have set their hands this 3<sup>rd</sup> day of February 2021.

---

Robert F. Gilligan, Mayor

---

Emporia Country Club

PICKLE BALL COURT DESCRIPTION: EMPORIA COUNTRY CLUB

A TRACT IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH,  
RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., CITY OF EMPORIA, LYON COUNTY, KANSAS;  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 1 IN COUNTRY CLUB GARDENS  
ADDITION TO EMPORIA AND THE NORTH LINE OF 18<sup>TH</sup> AVENUE;  
THENCE N.01° 13' 04"W. ON THE EAST LINE OF SAID LOT 1 (GRID BEARINGS)  
EXTENDED FOR 166.50 FEET;  
THENCE N.89° 11' 40"E. FOR 179.50 FEET TO BACK OF THE WEST CURB OF A  
CERTAIN EXISTING PARKING LOT;  
THENCE S.03° 54' 10"E. ALONG SAID WEST CURB AND EXTENDED FOR 165.53  
FEET TO THE NORTH LINE OF SAID 18<sup>TH</sup> AVENUE;  
THENCE S.88° 49' 25"W. ALONG THE SAID NORTH LINE FOR 187.25 FEET TO THE  
POINT OF BEGINNING.

PREPARED BY:  
STEVEN S. BROSEMER, P.S.  
GEOTECH, INC.  
115 W. 5<sup>TH</sup> AVENUE  
EMPORIA, KS 66801

JANUARY 29, 2021



# ECC Proposed Pickle Ball Park Exhibit

Steve Brosemer, P.S. Geotech, Inc.  
Emporia, KS 1/29/2021



# Untitled Map

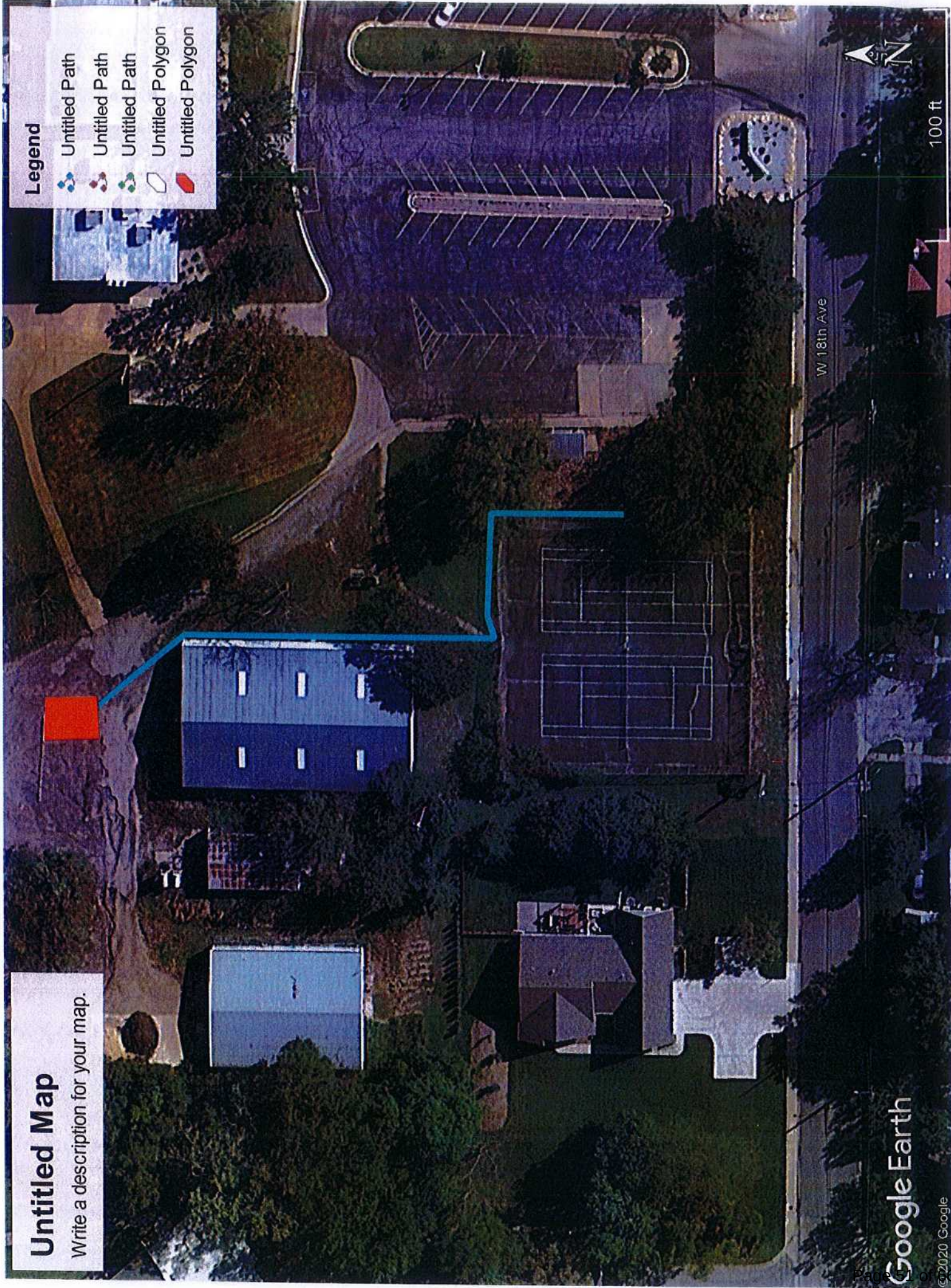
Write a description for your map.

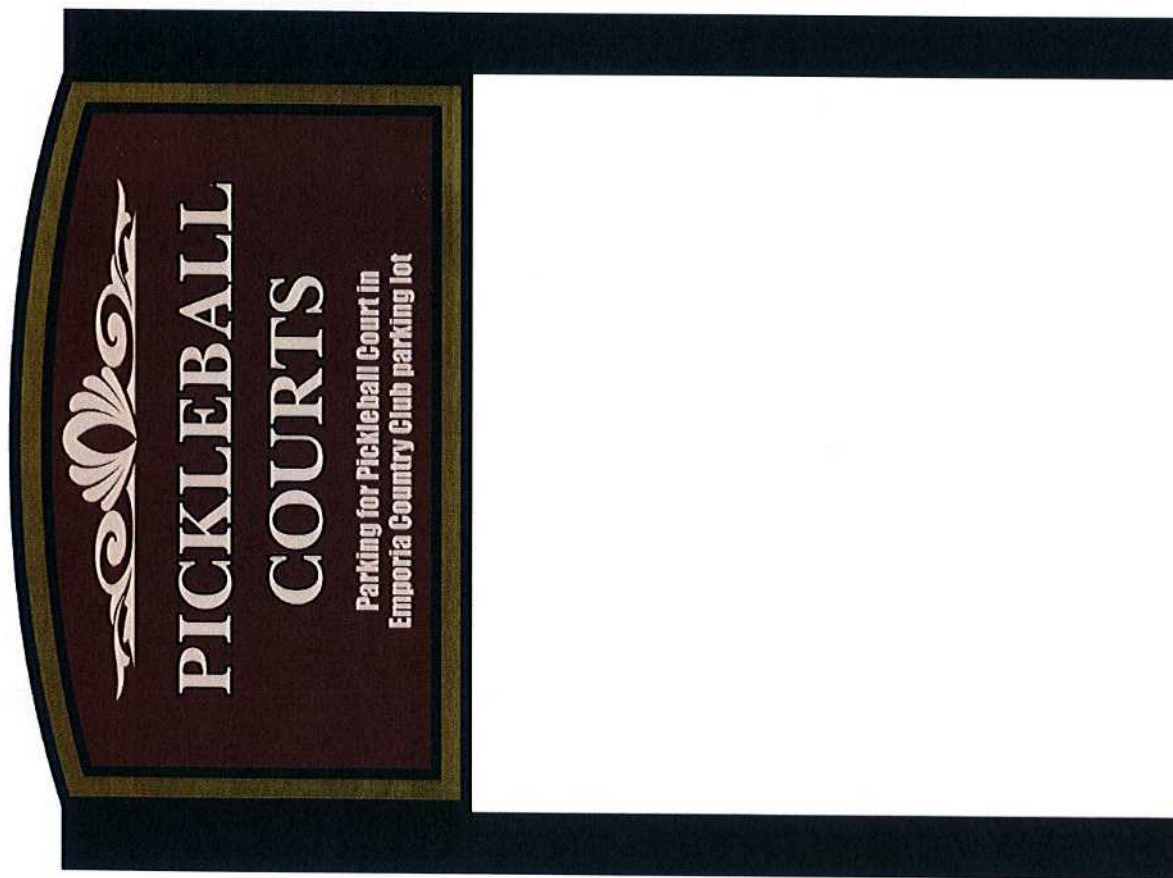
## Legend

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

W 18th Ave

100 ft





**Haley Young**

18 South Commercial | Emporia, KS 66801  
620.343.6411 | 800.443.6411 | Fax: 620.343.9233  
[www.coffeltsigns.com](http://www.coffeltsigns.com)

**COFFELT**  
SIGN COMPANY, INC.

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

CUSTOMER APPROVAL



# 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: 316.559.5920  
Mobile: 316.650.8520  
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@ymail.com](mailto:doublej46@ymail.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)

A. Install 5 ft. tall windscreens on 8 & 6 ft. fence. (Est. 450 ft.) To Accept  
Check Below  
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)* **(Add cost)**
- Note: Installation of fixtures, wiring, and lighting controls to be done by a licensed electrician.*
- 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:**

- 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.
- Contractor to follow recommended construction practices as per ASBA and USTA construction guidelines.
- 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.
- City (Club) to provide access to water and electricity.
- 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.
- 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.
- Contractor to re-level and backfill around slabs. (Excludes: re-seeding and grass restoration.)
- East side (hillside) work is not included in this bid. (Example: East side viewing area.)
- 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.
- 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

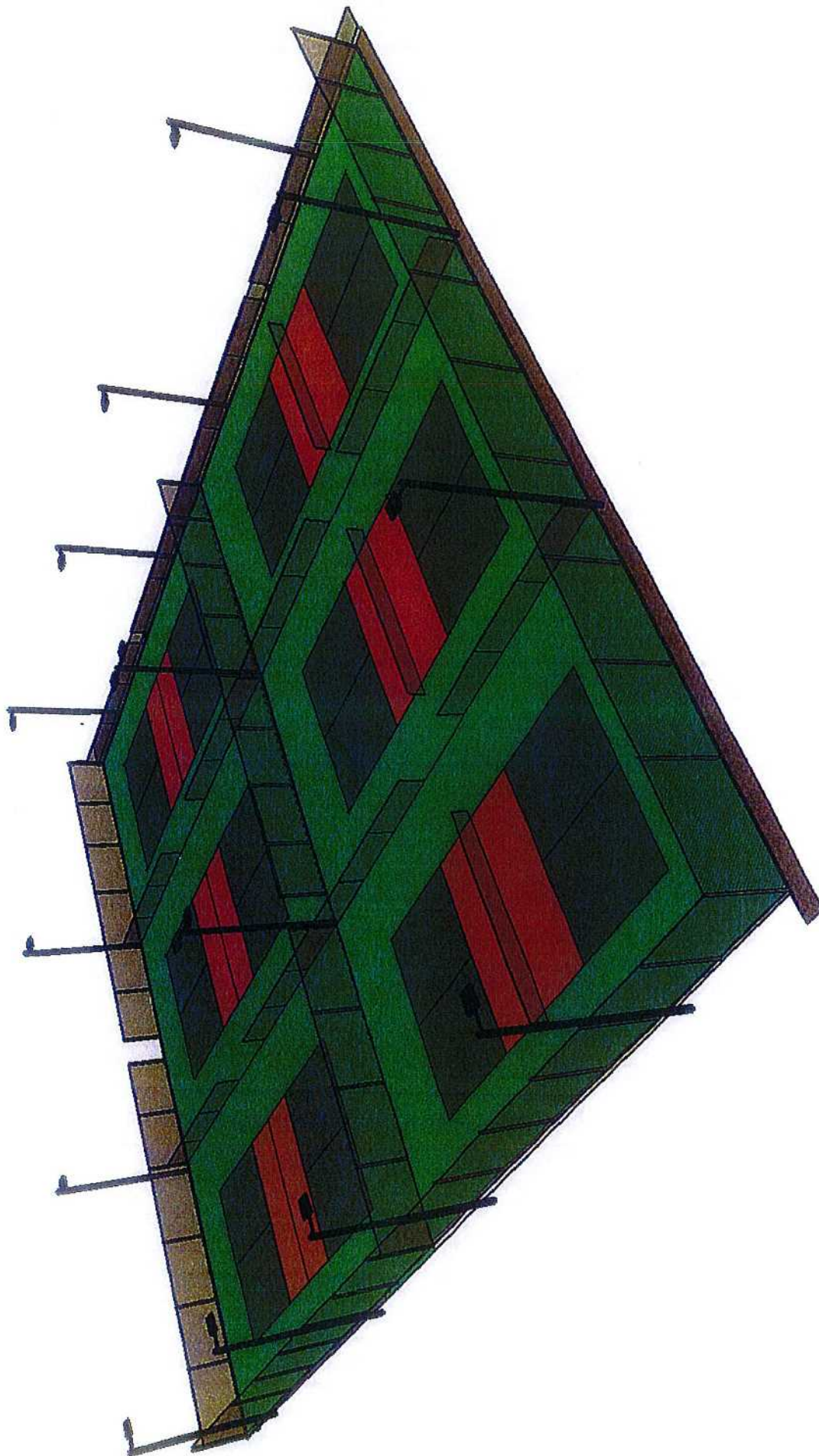
This proposal accepted By:

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

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

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

EMPORIA CC. 6 CT LED LIGHTING LAYOUT.



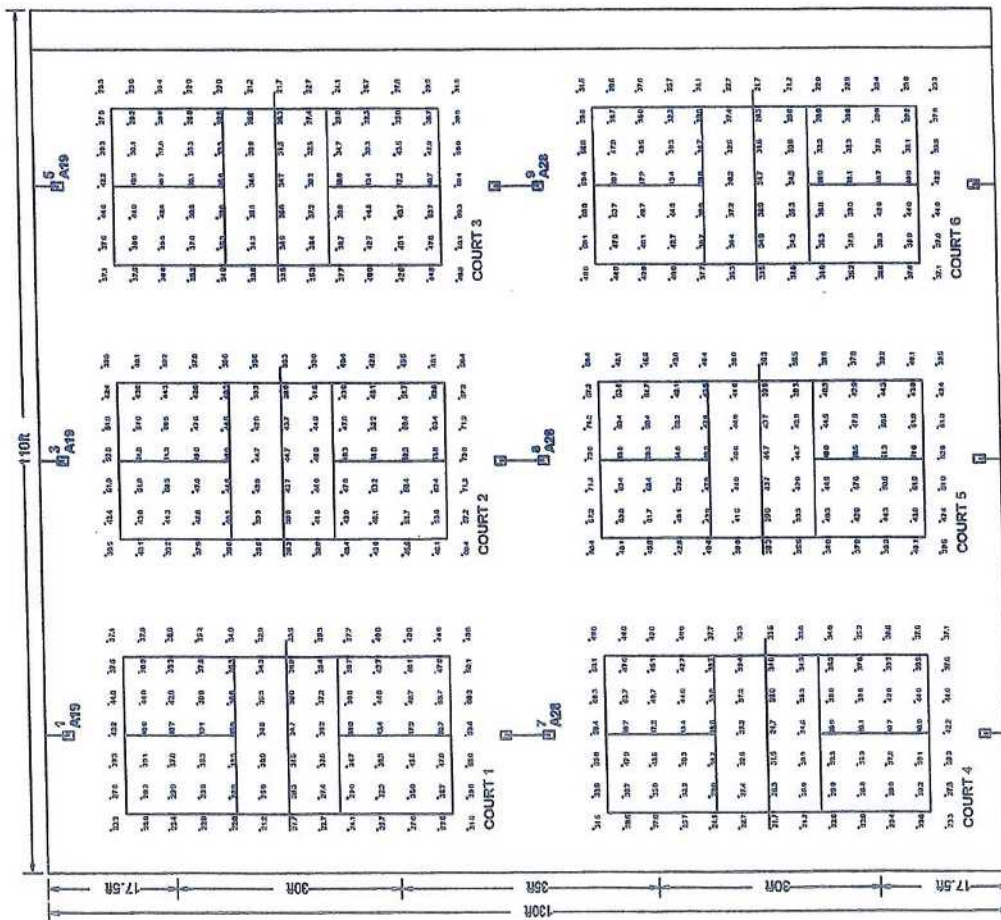
**Project:**  
**EMPORIA  
COUNTRY  
CLUB**

**Notes:**

1. Calculation 3' AFG.
2. Based on 23' AFG including 3' davit arms.

**FILE:**  
emporiacc4.agi

**Date:**  
8-12-20



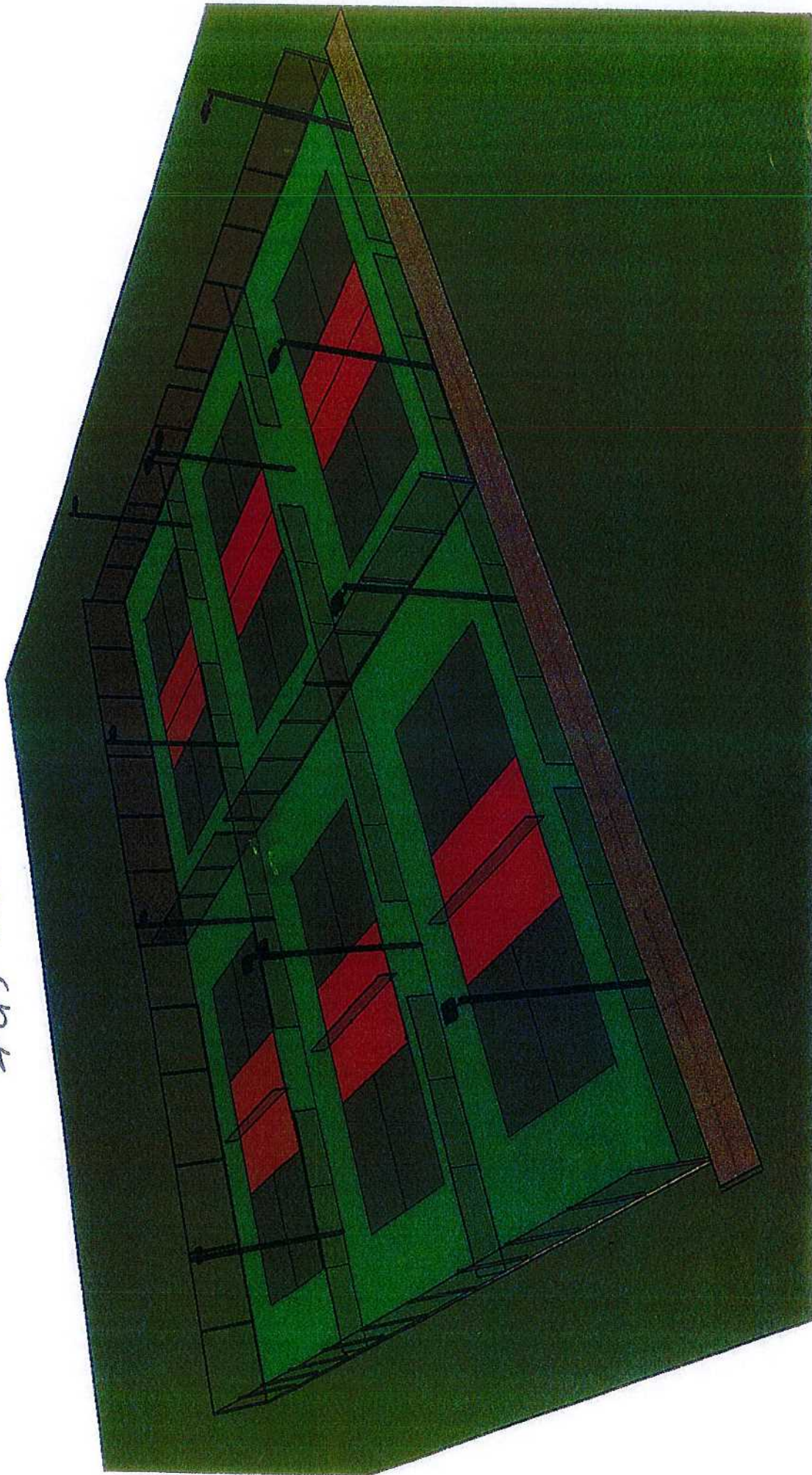
| Luminaire Label | Height | YTD |
|-----------------|--------|-----|
| 1 A19           | 23     | 0   |
| 2 A19           | 23     | 0   |
| 3 A19           | 23     | 0   |
| 4 A19           | 23     | 0   |
| 5 A19           | 23     | 0   |
| 6 A19           | 23     | 0   |
| 7 A19           | 23     | 0   |
| 8 A19           | 23     | 0   |
| 9 A19           | 23     | 0   |

| Label   | CalcType    | Units | Area  | Min  | Max  | Height |
|---------|-------------|-------|-------|------|------|--------|
| COURT 1 | Rectangular | Ft    | 36.04 | 21.2 | 1.73 | 2.04   |
| COURT 2 | Rectangular | Ft    | 42.02 | 21.2 | 1.32 | 2.07   |
| COURT 3 | Rectangular | Ft    | 36.04 | 21.2 | 1.73 | 2.04   |
| COURT 4 | Rectangular | Ft    | 36.04 | 21.2 | 1.73 | 2.04   |
| COURT 5 | Rectangular | Ft    | 42.02 | 21.2 | 1.32 | 2.07   |
| COURT 6 | Rectangular | Ft    | 36.04 | 21.2 | 1.73 | 2.04   |

| Symbol | Qty | Label | Luminaire Label | Arrangement | LLF   | Description                              |
|--------|-----|-------|-----------------|-------------|-------|------------------------------------------|
| —ED    | 0   | A19   | N/A             | SINGLE      | 0.000 | LIMIT-ON-14-FOUR BRICK TYPE 4 1400MA LED |
| —ED    | 3   | A19   | N/A             | DIBO        | 0.000 | LIMIT-ON-14-FOUR BRICK TYPE 4 1400MA LED |

- DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECIFICATIONS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES.  
- THIS LIGHTING DESIGN IS BASED ON INFORMATION PROVIDED BY OTHERS. CHANGES IN DESIGN OR INFORMATION MAY AFFECT THE RESULTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA AND OBJECTS WITHIN THE PROJECT.  
- THIS LAYOUT IS BASED ON THE RESULTS SHOWN ON THIS LAYOUT. FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.  
- THIS LAYOUT IS BASED ON FILES THAT WERE LAST TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

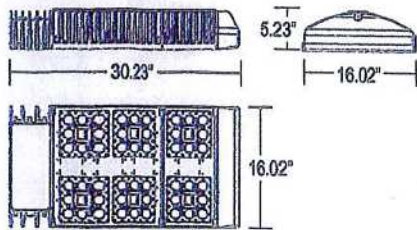
EMPORIA CC PICKLEBALL CTS  
OPTIONAL LIGHTING SYSTEM (L.E.D.)  
4 CTS LIGHTING (NOT 6 CTS)



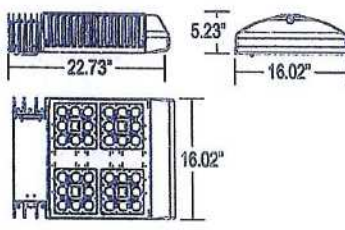
# LSMT High Lumen LED Scimitar Tennis Light

## AVAILABLE FIXTURE DIMENSIONS

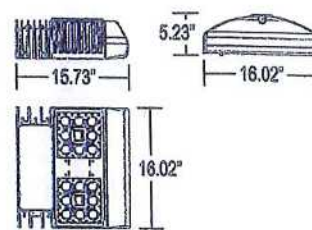
Dimensions shown are for fixture bodies only. Mounting options must be ordered separately.



Dimensions shown for 6 Brick Unit



Dimensions shown for 4 Brick Unit



Dimensions shown for 2 Brick Unit

## FIXTURE & MOUNTING ACCESSORIES

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



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



**PG2**  
480V Twist-Lock  
Photocell



**PG6**  
Mini-Tap (105-285V)  
Twist-Lock Photocell



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



**QMSCM<sup>+</sup>**  
Quick Mount with 8\"/>



### NOTES

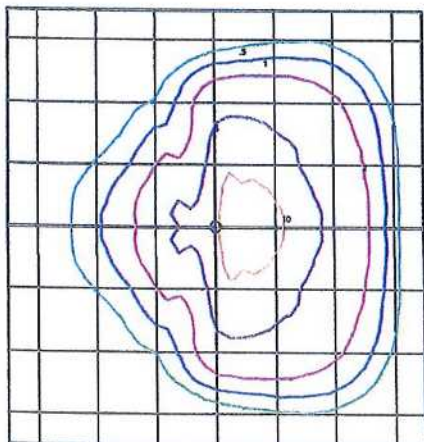
- 1 EPWs shown include both the fixture and the mounting apparatus.
- 2 QMSCM Quick Mount only available for fixture with up to 4 bricks.
- 3 Order one per LED brick. Field installed.

## 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



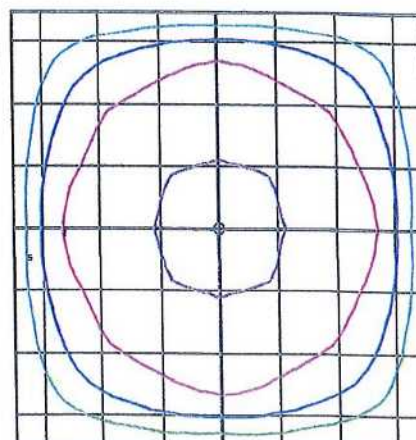
TECHLIGHT  
LSMT-CC8T3F  
SCIMITAR  
COOL WHITE XHP70 (1400mA)

Horizontal Footcandle  
Scale: 1 inch = 30 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 114, (based on photometry)  
Luminaire Lumens = 67365  
Mounting Height = 30.00 Ft.  
Maximum Calculated Value = 13.54 Fc  
Assessment: Good

### IES INDOOR REPORT PHOTOMETRIC FILE NAME: LSMT8X8T5WF

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

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



TECHLIGHT  
LSMT-CC8T5WF  
SCIMITAR  
LED COOL WHITE XHP70 (1400mA)

Horizontal Footcandle  
Scale: 1 inch = 30 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 114, (based on photometry)  
Luminaire Lumens = 67365  
Mounting Height = 30.00 Ft.  
Maximum Calculated Value = 13.54 Fc  
Assessment: Good



**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.

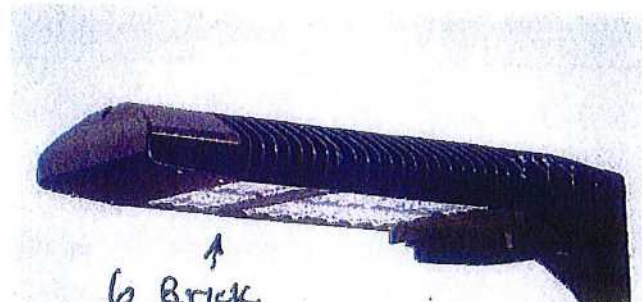
**FINISH** — A corrosion-resistant black E-Coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixtures prior to electrostatically applying a super durable powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon 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, V 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 (~5000K) 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 (F1) |
|--------|----------------|-----------------|----------|
| LSMT   | 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 filter 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 | W = Warm White (3000K)<br>C = Cool White (5000K)<br>N = Neutral White (4000K) | X = 8 XHP70 LED's | T2 = Type II<br>T3 = Type III<br>T4 = Type IV<br>T4A = Type IV Auto<br>FAW = Frontline Auto Wide<br>T4T = Type IV Tennis<br>T5N = Type V Narrow<br>T5M = Type V Medium<br>T5W = Type V Wide | F = 1400 mA   | 1 = Multi-Volt<br>2 = 347~480V | L = Left Rotated Optics<br>R = Right Rotated Optics<br>(Leave Blank for standard optics) | BZ = Bronze<br>BK = Black<br>GR = US Green<br>WH = White<br>SP = Special |

## 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</b>   | Quick Mount with 8" SSA-M Straight Arm (4 Brick Max)                           |
| <b>3213</b>    | Angled Back Light Shield                                                       |
| <b>PCR7</b>    | 7-Pin Twist-Lock Photocell Receptacle ANSI C138.41 and Receptacle Shorting Cap |
| <b>PC2</b>     | 480V Twist-Lock Photocell                                                      |
| <b>PC6</b>     | Multi-Tap (105-285V) Twist-Lock Photocell                                      |
| <b>IP66</b>    | Additional IP66 Fixture Rating                                                 |

## NOTES

- 1 = Multi-Volt is an auto ranging power supply from 100V to 300V input.
- 2 = Custom RAL color matching is available. Contact your sales representative for additional info.
- 3 = QMSCM Quick Mount only available for fixtures with up to 4 bricks.
- 4 = Order one per LED brick. Field installed.
- 5 = Photocell Receptacle must be installed at the factory. No field installation.
- 6 = 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

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 10

**SUBJECT:** Consider Approval of Real Estate Donation Agreement from Emporia Country Club.

**RECOMMENDATION:** Approve Real Estate Donation Agreement from Emporia Country Club and Authorize Mayor to Sign.

**BACKGROUND SUMMARY:**

The attached Real Estate Donation Agreement memorializes the City's acceptance of real estate donated by the Emporia Country Club for use as a City park for the 2021 Pickleball Project.

**ACTION REQUIRED**

Approve acceptance of the donation of real estate from Emporia Country Club and authorize Mayor to execute Real Estate Donation Agreement and all necessary documents.

**ACTION RECORD**

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_

## **REAL ESTATE DONATION AGREEMENT**

**This Real Estate Donation Agreement** made this 3<sup>rd</sup> day of February 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 recording. 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

multiple originals, and all such counterparts shall for all purposes constitute one agreement.

17. **Merger Clause.** The terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives on this 3<sup>rd</sup> day of February 2021.

“DONOR”

“CITY”

\_\_\_\_\_  
signature

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

\_\_\_\_\_  
print name and title

Attest:

By: \_\_\_\_\_  
Kerry Sull, City Clerk

## AGENDA ITEM SUMMARY

**MEETING DATE:** February 3, 2021

**ITEM NUMBER:** 11

**SUBJECT:** Report from the City Manager on City Activities

**RECOMMENDATION:** This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

**BACKGROUND SUMMARY:** This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

### Tentative Agenda for February 10th Study Session at 10:00 a.m.

- Annual Report for Land Bank.
- Review RHID Policies.
- Post Construction Stormwater Ordinance Discussion.
- Discuss Development of Skateboard Park on South Ave.
- CUP for Emporia Men's Shelter.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ SMITH \_\_\_\_\_ BRINKMAN \_\_\_\_\_