



CITY COMMISSION
WEDNESDAY, MARCH 19, 2025 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

PROCLAMATIONS

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) GFOA Annual Comprehensive Financial Award

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Recognize the City of Emporia Accounting Staff

2) Appoint Member to the Community Housing Board & Land Bank

Presented by: Becky Smith, Vice-Mayor & Susan Brinkman, Commissioner

Recommended Action: Approve the appointment of Tyler Pettigrew to the Community Housing Board/Emporia Land Bank

3) Ordinance No. 25-10 Amending the Parcel Type of Property Located at 1700 Road G from Lyon County Agriculture/Commercial to City of Emporia Commercial (C)

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Adopt Ordinance No. 25-10 Amending the Parcel Type of Property Located at 1700 Road G from Lyon County Agriculture/Commercial to City of Emporia Commercial (C)

4) Ordinance No. 25-11 Amending the Parcel Type of a Portion of Property Located at 400 W 15th Ave from Multi-Family (MF) to Civic/Public (CP)

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Adopt Ordinance Amending the Parcel Type of a Portion of Property Located at 400 W 15th Ave from Multi-Family (MF) to Civic/Public (CP)

5) City of Emporia Fremont Park Bandstand Remodel

Presented by: Kevin Hanlin, Director of Public Lands & Facilities

Recommended Action: Award City of Emporia Fremont Bandstand Remodel bid to Mitchell-Markowitz Construction for the base bid, and all four alternatives, not to exceed \$238,803

6) Charter Ordinance No. 47 Pertaining to Court Costs

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Charter Ordinance No. 47 Pertaining to Court Costs

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for March 5, 2025
- 2) FHTC Appropriation
- 3) 2025 Annual Operation & Maintenance Assurance Statement of Land & Water Conservation Fund
- 4) 2025 Jones Aquatic Center Agreement
- 5) Purchase Hangar Doors

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter
Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

EXECUTIVE SESSION

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Update on Homelessness Advisory Board
- 2) Pickle Ball Development Plan
- 3) Kansas Gas Franchise Agreement
- 4) Discuss SE Transmission Line Project

ADJOURNMENT



Commission Action Report

2023 GFOA Annual Comprehensive Financial Award

Title: 2023 GFOA Annual Comprehensive Financial Award

Agenda Date: March 18, 2025

Presented By: Janet Harrouff, Director of Finance

Background:

The City of Emporia submitted the 2023 Annual Comprehensive Financial Report to the Government Finance Officers Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting.

Discussion:

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Emporia for its annual comprehensive financial report for the fiscal year ended December 31, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by the government and its management.

This is the 39th consecutive year the City of Emporia has received the award (1985 – 2023).

Financial considerations:

None.

Recommended action:

Recognize the City of Emporia Accounting Staff
Janet Harrouff – Director of Finance
Tess Shepherd – Accounting Clerk
Chelsea Tyson – Accounting Clerk

Attachments:

None



Commission Action Report

Appoint Member to the
Community Housing Board/Emporia Land Bank

Title: Appoint Member to the Community Housing Board/Emporia Land Bank

Agenda Date: March 19, 2025

Presented By: Becky Smith, Vice-Mayor & Susan Brinkman, Commissioner

Background:

The Community Housing Board/Emporia Land Bank requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Vice-Mayor Becky Smith and Commissioner Susan Brinkman.

Interviewing Commissioners recommend the appointment of Tyler Pettigrew for a three (3) year term which will expire on May 31, 2028.

Recommended action:

Approve the appointment of Tyler Pettigrew to the Community Housing Board/Emporia Land Bank.

Board Application Form

Select Board,
Commission, or
Committee to apply.

Community Housing Board / Land Bank

Personal Information

First Name Tyler

Last Name Pettigrew

Address1 1020 Commercial St.

Address2 Apt. 312

City Emporia

State KS

Zip 66801

Home Phone Number 6203441607

Business Address 1 Kellogg Circle

Business Phone Number 6203415255

Occupation Assistant General Counsel

Email Address tpettigr@gmail.com

Residency Information

Length of Residency in
Emporia 7 years

Are you a registered voter Yes

Education and Hobbies

High School Emporia High School

College Emporia State University

Trade or Business School Washburn University School of Law

Hobbies	Field not completed.
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Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
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If yes, which	Field not completed.
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Have you served on a Board, Commission, or Committee before?	No
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If yes, which	Field not completed.
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Please, list organization memberships and positions held.	Emporia Area Chamber of Commerce Ambassador Kiwanis Club Member
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Please, list areas of special interest.	Field not completed.
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Please, enter basic resume information below.	I am currently the Assistant General Counsel for Emporia State University and have been in that role since September 2023. Prior to that I have worked in various roles as an attorney for both government entities and private firms.
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Please, enter why you would like to be a member of this board or commission.	Would like to participate in City government in order to see positive changes in the community.
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Email not displaying correctly? [View it in your browser.](#)



Commission Action Report

Ordinance No. 25-10 for 1700 Road G.

Title: Ordinance No. 25-10 Amending the Parcel Type of Property Located at 1700 Road G from Lyon County Agriculture/Commercial to City of Emporia Commercial (C)

Agenda Date: March 19, 2025

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

Stormont-Vail Regional Health purchased property located at the southeast corner of Road G and 18th Ave. for the purpose of building a new medical office facility. The property was recently annexed, and prior to any development occurring on the property, it must be rezoned from a County Zoning Parcel Type to a City Parcel Type.

The Planning Commission, at their February 25, 2025 meeting (meeting moved from February 18, 2025) made a recommendation for adoption of the rezoning ordinance to the City Commission 5-1 with Commissioner Bucklinger voting against the recommendation. Multiple people from Newman Regional Health spoke against the rezoning, expressing concerns, that a second medical facility would create a negative impact on the general health, welfare, and safety of the community.

Discussion:

Absent any plans for development on the property, staff would contend that the property should be rezoned from a County parcel type to a City parcel type after it was annexed into the City. Properties within the city should fall under City Zoning Regulations and the adoption of this ordinance does that.

Adopting the ordinance will also allow Stormont-Vail to proceed with their development plans for a new medical facility. Future steps in the development process include the approval of a final plat of the property, and site plan approval by staff.

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:

The cost of publishing the ordinance is borne by the City.

Recommended action:

Adopt Ordinance No. 25-10 Amending the Parcel Type of Property Located at 1700 Road G from Lyon County Agriculture/Commercial to City of Emporia Commercial (C)

Attachments:

Ordinance No. 25-10 Amending the Parcel Type
Excerpt of Minutes from February 25, 2025 Planning Commission Meeting Including Staff's Report
Aerial Map
Zoning Map

ORDINANCE NO. 25-10

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM LYON COUNTY AGRICULTURE (A) / COMMERCIAL (C) PARCEL TYPE TO CITY OF EMPORIA COMMERCIAL (C) PARCEL TYPE AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described property is hereby rezoned from Lyon County Agriculture (A) / Commercial (C) Parcel Type to that of City of Emporia Commercial (C) Parcel Type to wit:

A part of the Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, written by Travis L Haizlip, PS 1724 on May 02, 2024 and more particularly described as follows: Beginning at the Northwest corner of the Northwest Quarter of said Section 7; thence on a NAD 83, Kansas Regional Coordinate System, Zone 9 bearing of North 89 degrees 00 minutes 04 seconds East on the North line of said Northwest Quarter a distance of 958.46 feet to the West line of an excepted tract described as Tract 2 in Document No. 2024-00630 at the Office of the Lyon County Register of Deeds; thence South 00 degrees 59 minutes 56 seconds East on said West line a distance of 898.84 feet; thence South 89 degrees 00 minutes 04 seconds West a distance of 980.11 feet to the West line of said Northwest Quarter; thence North 00 degrees 22 minutes 50 seconds East on said West line a distance of 899.10 feet to the point of beginning. Containing 20.00 acres of land more or less. Emporia, Lyon County, Kansas

And generally located at the southeast corner of 18th Avenue and Road "G", Emporia, KS

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 19th day of March 2025.

ERREN HARTER, Mayor

ATTEST:

KERRY SULL, City Clerk

**EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION / BOARD OF ZONING APPEALS
EXCERPT OF MINUTES OF FEBRUARY 25th, 2025**

The Planning Commission reconvened the regular session meeting of Tuesday, February 18, 2025 at 6:00 pm on Tuesday, February 25, 2025 in the Municipal Courtroom with Chair Rogers presiding. Commissioners, Bucklinger, Thomas, Fowler, Lingenfelter, and Reed were present. Commissioner Ogle was absent.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

3. Consider PC-2025-02 – A Request to Rezone Property Located at 1700 Road G

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2025-02

Applicants: Stormont-Vail Regional Health Systems

Owners: Stormont-Vail Regional Health Systems

Requested Action: Consider a request to rezone property from County Agriculture/Commercial Parcel Type to City Commercial Parcel Type.

Purpose: Property was recently annexed and for any development to proceed on the property, it must be rezoned from a Lyon County Zoning Parcel Type to a City of Emporia Parcel Type.

Address: 1700 Road G

Legal description: A part of the Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, written by Travis L Haizlip, PS 1724 on May 02, 2024 and more particularly described as follows: Beginning at the Northwest corner of the Northwest Quarter of said Section 7; thence on a NAD 83, Kansas Regional Coordinate System, Zone 9 bearing of North 89 degrees 00 minutes 04 seconds East on the North line of said Northwest Quarter a distance of 958.46 feet to the West line of an excepted tract described as Tract 2 in Document No. 2024-00630 at the Office of the Lyon County Register of Deeds; thence South 00 degrees 59 minutes 56 seconds East on said West line a distance of 898.84 feet; thence South 89 degrees 00 minutes 04 seconds West a distance of 980.11 feet to the West line of said Northwest Quarter; thence North 00 degrees 22 minutes 50 seconds East on said West line a distance of 899.10 feet to the point of beginning. Containing 20.00 acres of land more or less. Emporia, Lyon County, Kansas

Lot Size: 17.64 acres +/-

Existing Zoning: Lyon County Agriculture / Commercial

Future Zoning in ELC Comp. Plan: Commercial

Surrounding Zoning:

North	Flex Use Low Greenspace/Parks/Recreation County Agriculture
East	Flex Use Low
South	County Agriculture
West	Flex Use Low County Flex Use Low

Surrounding Actual Uses:

North	Frontier Farm Credit Lighthouse Baptist Church
East	DeBauge Soccer Complex
South	Vacant Agricultural Land
West	Evergy Schaefer Equipment Co. Agricultural Land

Analysis: The applicant has requested that this property be rezoned to a city zoning designation to facilitate future development. They are also concurrently seeking to plat the property under City of Emporia Zoning Regulations. The property, while annexed into the city, retains its Lyon County zoning designation until such time as it is rezoned.

The absence of extraterritorial zoning, has created additional steps such as rezoning from a County designation to a City designation, and created uncertainty in what parcels are actually zoned. By rezoning to a City designation, this allows property owners to have a clearer understanding of allowed uses with the particular Parcel Type that is assigned and design parameters for any future development.

The 17 acre tract of land sits at the corner of Road G and 18th Ave, which is prime commercial development space and was contemplated as such in Plan ELC and its Regulating Plan. A Commercial Parcel Type designation allows for a multitude of uses on the property, and would be consistent with the Zoning Regulations of the City.

Considerations: 9.8.3.a.8. Factors to be Considered for a Rezoning:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change or approval would be consistent with these regulations;
Removing the County designation and assigning a City zoning designation

is consistent with the zoning regulations and required for properties to be developed within the City.

2. The character and condition of the neighborhood and its effect on the proposed change; **Rezoning this property to a City Commercial Parcel Type would have no negative effect on the neighboring properties. Properties to the north are zoned with City Commercial zoning and those properties to the west are developed as commercial or industrial type properties.**
3. The zoning and uses of properties nearby; **Commercial development has already occurred in the area, and will most likely continue. Commercial / Industrial properties are currently located on the west side of Road G with Every recently opening their local office and yard. The two properties directly to the north, Frontier Farm Credit and the Lighthouse Baptist Church are both zoned as Commercial Parcel Types. A future development north of the subject property has proposed additional commercial property along Road G with housing to be developed on the interior of their property. Uses allowed outright or be Conditional Use Permits would be compatible with the surrounding area.**
4. The suitability of the subject property for the uses to which it has been restricted; **The property was previously zoned as Commercial, and only when the County dissolved the Metropolitan Growth Area and designated properties as County Parcel Types has subject property been restricted.**
5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Removing the County Parcel Type and reclassifying it as a City Commercial Parcel Type will have no detrimental impact on nearby properties. The property has been proposed to be commercial in nature for some time and is listed as such in the comprehensive plan.**
6. The length of time the subject property has remained vacant as zoned; **The property is within the natural growth area of the City and has been zoned as a commercial type property for some time. The change in zoning is from a County zoning designation to a City zoning designation and therefore the length of time the subject property has remained vacant should be of minimal influence in the decision making process.**
7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **Staff contends there is no value to be gained for the public health, safety, and welfare of this property, by not reclassifying the property under City Zoning Regulations, the City would impose greater hardships on the property owner and diminish the value of**

the property by not rezoning the property and forcing it to develop under County standards.

8. The recommendations of a permanent or professional planning staff; **Staff is supportive of the rezoning.**
9. The conformance of the requested change to Plan ELC; **Plan ELC's Regulating Plan identifies this tract of land as a Commercial Parcel Type, and the area is within the natural growth area of the city. Existing infrastructure is in place, as encouraged by Plan ELC. The subject property is corridor-focused as both Road G and 18th Ave are major development corridors as encouraged by Plan ELC.**
10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications:

Recommendation: Staff recommends the Planning Commission make a motion of approval for the Rezoning to the Governing Body based on the following;

- 1) The request is consistent with the Comprehensive Plan;
- 2) The request conforms to the intent of the Zoning Regulations
- 3) There would not be a negative impact on the existing neighborhood

Givens stated that one of the issues that necessitated the rezoning was the fact that any extra-territorial zoning was eliminated by the County and now made it necessary for property owners, who were once within the municipal growth area, to go through additional steps to develop their property.

The Public Hearing was opened.

Tim Shultz, Stormont-Vail Health, spoke in favor of the application, and on behalf of Stormont-Vail. Shultz stated that when they bought the property, they were under the assumption that it was zoned Commercial and after annexation that they would be able to develop it accordingly under city guidelines. Since learning that it needed to be rezoned, Stormont initiated the rezoning process so their development plans can proceed.

Heather Aylward, 1527 Washington St, Emporia, KS (Newman Regional Health) spoke against the rezoning request, stating that allowing another health care system that would perform duplicative services would hurt Newman Hospital and could possibly hurt the general health and welfare of the community.

Others speaking against the rezoning were:

Ester Knobloch, 2378 KS Hwy 58, Madison, KS

Steven Bazan, 2833 Rio Vista Dr. Emporia, KS

William Barnes, 2901 West Lake Dr. Emporia, KS

Don Hill, 2805 Twin Lakes Dr. Emporia, KS

Jerry Campbell, 1201 Presby Dr. Emporia, KS

The Public Hearing was closed.

Chair Rogers stated that he felt that this was truly a matter of land use, and applying the proper zoning to the property. He stated that he appreciated the speakers, but felt that it was truly a land use issue.

Commissioner Thomas agreed, stating that it was a land use issue, and that there was a need to apply the appropriate parcel type to the property. He further went on to ask about the number of uses listed within the use matrix of the zoning regulations.

Givens stated that the uses were just examples and staff when tasked with looking at uses within a parcel type that may not be listed would look at other factors including the Standard Industrial Classifications to determine if a proposed use fit within the parcel type. **Thomas** felt that the property fit with the Commercial Parcel Type.

Commissioner Bucklinger stated that he felt the proposed use would not fit with the character of the neighborhood as the existing commercial operations were low volume in terms of traffic and the new medical facility would increase the amount of traffic in the area.

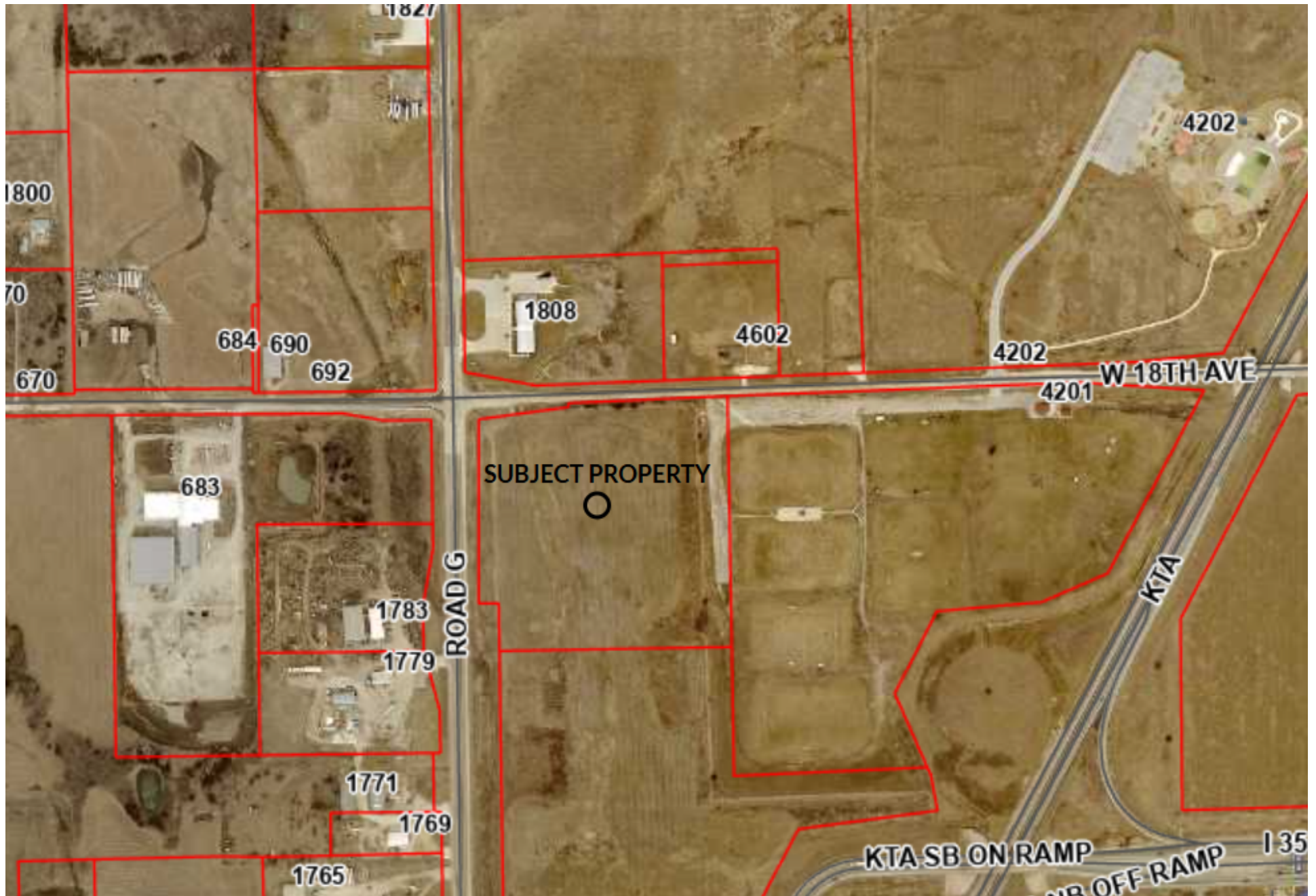
Commissioner Reed stated, that while he understood what Bucklinger was saying, he felt that there had been significant upgrades to the road infrastructure in the area, including 18th west of Road G and that the future development of the property could trigger additional upgrades to 18th.

Commissioner Fowler concurred, stating the significant upgrades had been made to Road G by the county and state and that this area was prime for commercial expansion and he felt that 18th should have been improved when Jones Aquatic Park and the soccer complex was built.

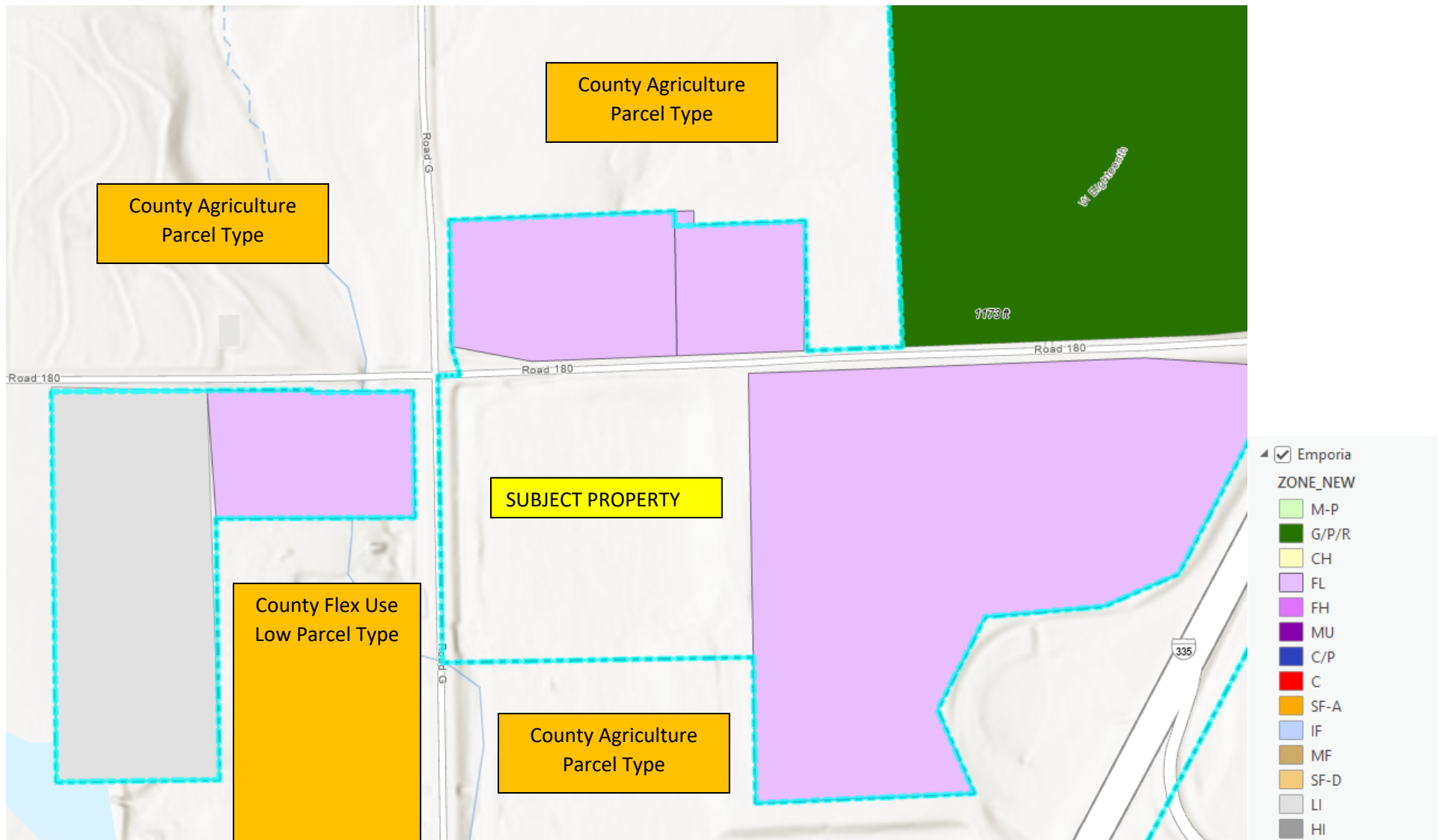
Commissioner Lingenfelter felt that Commercial zoning was appropriate, but that she had further questions that would more apply to the platting of the property.

Commissioner Reed made a motion to recommend approval of the request for rezoning based the finding that the request is consistent with the Comprehensive Plan, conforms to the intent of the Zoning Regulations, and there would not be a negative impact on the existing neighborhood. **Commissioner Thomas** seconded the motion. The motion carried 5-1 (Bucklinger).

Stormont-Vail
Rezoning / Preliminary Plat
Aerial Photo



SRH REZONING
ZONING MAP





Commission Action Report

Ordinance No. 25-11 Rezoning 400 W 15th Ave.

Title: Ordinance No. 25-11 Amending the Parcel Type of a Portion of Property Located at 400 W 15th Ave from Multi-Family (MF) to Civic/Public (CP)

Agenda Date: March 19, 2025

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

CareArc, purchased a portion of property adjacent to their property and behind the Hillcrest Apartments to facilitate the development of a new parking lot. CareArc is expanding and other development in the area has created a need for additional parking.

The Planning Commission, at their February 25, 2025 meeting (meeting moved from February 18, 2025) made a recommendation for adoption of the rezoning ordinance to the City Commission.

Discussion:

Staff felt that rezoning the property to match the existing parcel type for CareArc would be the most appropriate action to facilitate the development of the parking lot and a resident of the Hillcrest Apartments spoke in favor of the rezoning, stating that parking in the area was an issue.

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:

The cost of publishing the ordinance is borne by the City.

Recommended action:

Adopt Ordinance Amending the Parcel Type of a Portion of Property Located at 400 W 15th Ave from Multi-Family (MF) to Civic/Public (CP)

Attachments:

Ordinance No. 25-11 Amending the Parcel Type
Excerpt of Minutes from February 25, 2025 Planning Commission Meeting
Aerial Map
Zoning Map

ORDINANCE NO. 25-11

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM MULTI- FAMILY (MF) PARCEL TYPE TO CIVIC/PUBLIC (CP) PARCEL TYPE AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described property is hereby rezoned from Multi-Family (MF) Parcel Type to that of Civic/Public (C/P) Parcel Type to wit:

PART OF LOT 1 IN JANET'S SUBDIVISION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, AS SURVEYED BY AARON C. DAVIS, PS 1368, ON DECEMBER 30, 2024, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S.00°26'07"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID LOT 1 FOR 124.50 FEET; THENCE N.88°30'45"W. FOR 39.73 FEET; THENCE S.87°59'12"W. FOR 23.50 FEET; THENCE N.89°49'10"W. FOR 77.50 FEET TO THE WEST LINE OF SAID LOT 1 AND BEING 11.00 FEET NORTH OF A CORNER OF LOT 1; THENCE N.00°16'57"W. ON THE WEST LINE OF SAID LOT 1 FOR 110.35 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID JANET'S SUBDIVISION; THENCE S.89°25'34"E. ON THE NORTH LINE OF SAID LOT 1 FOR 17.29 FEET; THENCE N.00°49'43"E. ON THE WEST LINE OF SAID LOT 1 FOR 14.76 FEET; THENCE S.89°35'38"E. ON THE NORTH LINE OF SAID LOT 1 FOR 124.69 FEET TO THE POINT OF BEGINNING., EMPORIA, LYON COUNTY, KANSAS.

And generally located: 400 West 15th, Emporia, KS

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 19th day of March 2025.

ERREN HARTER, Mayor

ATTEST:

KERRY SULL, City Clerk

**EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION / BOARD OF ZONING APPEALS
EXCERPT OF MINUTES OF FEBRUARY 25th, 2025**

The Planning Commission reconvened the regular session meeting of Tuesday, February 18, 2025 at 6:00 pm on Tuesday, February 25, 2025 in the Municipal Courtroom with Chair Rogers presiding. Commissioners, Bucklinger, Thomas, Fowler, Lingenfelter, and Reed were present. Commissioner Ogle was absent.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

2. Consider PC-2025-01 – A Request to Rezone Property Located at 400 W 15th

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2025-01

Applicants: CareArc Inc.

Owners: CareArc Inc.

Requested Action: Consider a request to rezone property from Multi-Family (MF) to Civic/Public (CP)

Purpose: Multi-Family property was purchased by CareArc to facilitate the expansion of their employee parking lot.

Address: 400 W 15th

Legal description: PART OF LOT 1 IN JANET'S SUBDIVISION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, AS SURVEYED BY AARON C. DAVIS, PS 1368, ON DECEMBER 30, 2024, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S.00°26'07"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID LOT 1 FOR 124.50 FEET; THENCE N.88°30'45"W. FOR 39.73 FEET; THENCE S.87°59'12"W. FOR 23.50 FEET; THENCE N.89°49'10"W. FOR 77.50 FEET TO THE WEST LINE OF SAID LOT 1 AND BEING 11.00 FEET NORTH OF A CORNER OF LOT 1; THENCE N.00°16'57"W. ON THE WEST LINE OF SAID LOT 1 FOR 110.35 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID JANET'S SUBDIVISION; THENCE S.89°25'34"E. ON THE NORTH LINE OF SAID LOT 1 FOR 17.29 FEET; THENCE N.00°49'43"E. ON THE WEST LINE OF SAID LOT 1 FOR 14.76 FEET; THENCE S.89°35'38"E. ON THE NORTH LINE OF SAID LOT 1 FOR 124.69 FEET TO THE POINT OF BEGINNING

Lot Size: 17,368 sq. ft. +/-

Existing Zoning: Multi-Family

Future Zoning in ELC Comp. Plan: N/A

Surrounding Zoning:

North	Commercial Civic/Public
East	Multi-Family Park/Greenspace
South	Multi-Family Single-Family Detached
West	Civic/Public Commercial

Surrounding Actual Uses:

North	Crosswinds Hammond Park
East	Hammond Park Single-Family Residences
South	Hillcrest Apartments Single-Family Residences
West	CareArc Inc. Crosswinds

Analysis: CareArc has purchased a portion of property directly north of the Hillcrest Apartment complex. As CareArc has grown, they have an increased demand for parking at their facility. The change in parcel type will allow for them to develop a parking lot on the property to free up space within their existing parking area for clients.

Considerations: 9.8.3.a.8. Factors to be Considered for a Rezoning:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change or approval would be consistent with these regulations; **The change in the parcel type, would be consistent with the zoning regulations. The subject property would be an extension of the Civic/Public parcel type that CareArc is currently zoned as.**
2. The character and condition of the neighborhood and its effect on the proposed change; **The proposed change would not have a negative impact on the area. It currently is unused property that would be converted to a parking lot that would provide additional off street parking in the area.**
3. The zoning and uses of properties nearby; **Civic/Public uses exist in the area, as well as Commercial and Multi-Family. The rezoning of this area would**

not have a negative impact on nearby uses and is compatible with the surrounding area.

4. The suitability of the subject property for the uses to which it has been restricted; **While currently zoned as Multi-Family, the ownership change necessitated a zone change. The applicants could have built a parking lot with a Conditional Use, but staff determined that aligning the property with the parent property's zoning would be more beneficial for the property owner and restrictive in uses for the area.**
5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Staff contends there would be no detrimental impact to neighboring properties if the rezoning was granted.**
6. The length of time the subject property has remained vacant as zoned; **The property was unused by the previous owner, and not a part of the development of the Hillcrest Apartments.**
7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **There will be no loss to the public health, safety, and welfare by allowing the rezoning and existing services will not be negatively impacted.**
8. The recommendations of a permanent or professional planning staff; **Staff is supportive of the rezoning.**
9. The conformance of the requested change to Plan ELC; **The zone change will allow for adaptive reuse of an area that is not being used, and will allow for more efficient use of space for CareArc in their primary parking area.**
10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications: As of writing this report, Staff has been contacted by one property owner to the south of 15th Ave. There was no objections on their part.

Recommendation: Staff recommends the Planning Commission make a motion of approval for the Rezoning to the Governing Body based on the following;

- 1) The request is consistent with the Comprehensive Plan;
- 2) The request conforms to the intent of the Zoning Regulations
- 3) There would not be a negative impact on the existing neighborhood
- 4) Approval would reaffirm the previous actions of the Planning Commission

Attachments: Aerial Map | Current Zoning Map | CareArc Boundary Survey

The Public Hearing was opened.

Renee Hively, CareArc CEO, spoke in favor of the request, stating that the rezoning would facilitate the development of much needed parking, approximately 70 spots, for CareArc employees to use.

Tegan Trahoon, 400 N 15th Ave., also spoke in favor of the request.

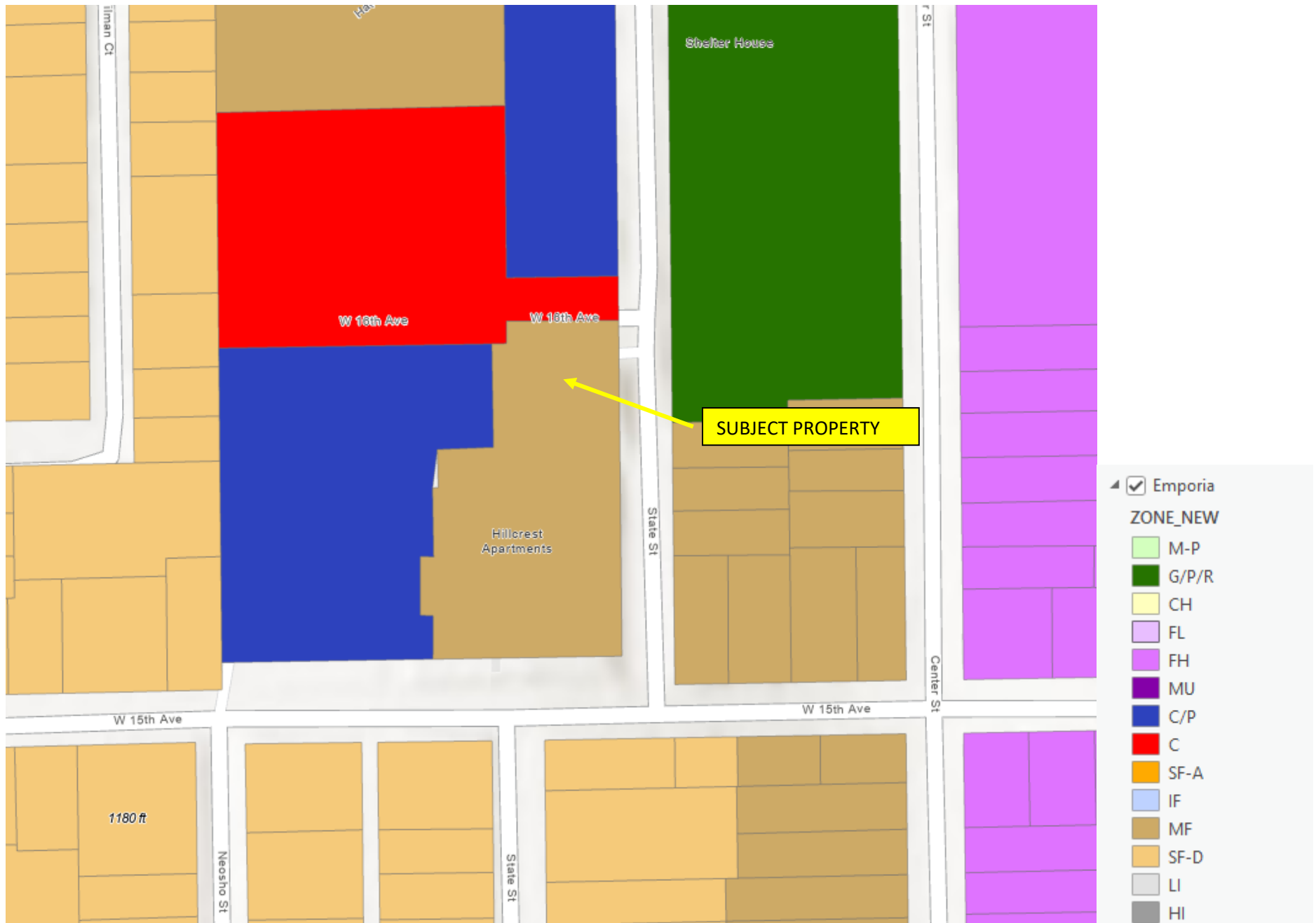
No Person spoke against the rezoning.

The Public Hearing was closed.

Commissioner Bucklinger made a motion to recommend approval of the rezoning. Commissioner Lingenfelter seconded the motion. The motion carried 6-0.

**CAREARC REZONING
AERIAL PHOTO**

CAREARC INC REZONING ZONING MAP





Commission Action Report

City of Emporia Fremont Bandstand Remodel

Title: City of Emporia Fremont Bandstand Remodel

Agenda Date: March 19, 2025

Presented By: Kevin Hanlin, Director of Public Lands and Facilities

Background:

Discussion of the deterioration of the bandstand at Fremont Park with the community band director and members lead staff to explore ideas for renovating the bandstand to make it more accessible and safer to use. David Foster, Foster Design Associates LLC, was asked to help us reach those goals and provide a rendition of what it would look like. It was important that we maintained to maintain the original aesthetics of the bandstand. He provided new features of lowering the floor that took the access from six steps to access the platform down to two, added an ADA ramp on the south side, and expanded out the platform to allow for more space but not to expand past the original eave of the roof.

After working with through the options, members of the community band and staff had a rendition to work with an architect for development of a set of plans. The rendering was turned out to our three on-call architects and Ben Moore Studio was selected to develop plans.

Pre-bid was held on February 27th with five construction firms present. Bids were received from Mitchell-Markowitz Construction and Evergreen Design Build on March 6th.

The bid form consisted of the following:

Base Bid: Rebuild, lower, and expand the platform; new steps; ADA ramp; new handrails; replace lower shingles on columns with cement board "cedar shake" shingle siding.

Alternative #1: 2' concrete slab under the platform.

Alternative #2: Additional concrete paving to the south of the new ADA ramp.

Alternative #3 New metal roofing (simulated shake shingles) with associated ice and water shield, flashing, and sheathing.

Alternative #4 Composite decking for the platform.

Discussion:

Consider base bids and alternative add-ons. The project will not start till after the 2025 Band Season in July and will take 60 days.

Financial considerations:

Funding is as follows:

Capital Improvement budgeted amount for bandstand improvements through Kahola Fund = \$168,000

BNSF Grant for Fremont Park = \$60,000



Commission Action Report

City of Emporia Fremont Bandstand Remodel

Evergy Grant = \$5,000

General Fund Special Projects = Expected not to exceed \$25,000

Mark Detter, Deputy City Manager, had solicited BNSF a second time, Kansas Gas, ESB, and T-Mobile for additional funds but no comments were received.

The cost of the project including Architectural fees is \$257,803.

Recommended action:

Staff recommends awarding bid to Mitchell-Markowitz Construction for the base bid, and all four alternatives, not to exceed \$238,803.

Attachments:

Bid Forms from Mitchell-Markowitz Construction, Evergreen Design Build, and bid tab from Ben Moore Studio

Rendition of bandstand from Foster Design Associates, LLC

Photos of the current condition of bandstand

SECTION 01 10 06 – BID FORM

In compliance with your Notice to Bidders and Instructions to Bidders, the Undersigned proposes to furnish all labor, materials, equipment, devices, haulage, services and incidentals necessary to construct the project in accordance with the Construction Contract Documents & Specifications prepared by Ben Moore Studio LLC

The undersigned bidder acknowledges receipt of the following Addenda.

None() #1(X) #2() #3() #4() #5()

City of Emporia Freemont Bandstand - Remodel

- Base Bid – \$ 154,132.00
- Included in the base bid is section 12100 Allowances
- Alternate No. 1 (2" concrete 'mud' slab under the deck) \$ 2,588.00
- Alternate No. 3 (Additional concrete paving to the south as shown on the plans) \$ 12,075.00
- Alternate No. 3 (New metal roofing (simulated cedar shake shingles) with associated ice and water shield, flashing and sheathing) \$ 55,212.00
- Alternate No. 4 (Composite decking) \$ 14,796.00

- The owner reserves the right to accept alternates not in the numerical order.
- *The General Contractor will receive a notice to proceed, prior to the date of commencement. The General Contractor will order, procure all required materials required for the project prior to the date of commencement.*
- *The bidder acknowledges the project shall be completed within 60 calendar days from the date of commencement of construction activities. The date of commencement shall be agreed upon by the Owner, Contractor and Architect with a Notice of Commencement Letter from the Architect. Liquidated damages in the amount of \$1000 per day shall be assessed to the contractor for each day over said 60 calendar days.*

Time of Completion

The bidder agrees that the entire Work of the project will be completed in 90 calendar days from the notice to proceed.

Major Subcontractors - List all subcontractors Name & Address:

Proposed Electrical Subcontractor.

Name: Gerald Schumann Electric

Address: 601 W 6th Ave, Emporia KS

Contract and Contract Security

If notified of the acceptance of this Bid within 60 calendar days of the time set for opening bids, the Undersigned agrees to execute the Construction Contract within 10 days of the receipt of such notification and in accordance with this Bid and the Contract Documents.

The Bidder agrees, if awarded the Contract, to execute and deliver to the Architect all required bonds and insurance certificates as set forth in the Instructions to Bidders. The bidder agrees and complies with all applicable federal requirements for this federally funded project.

Declarations

The undersigned hereby declares that he has carefully examined the Site, the Notice to Bidders, the Instructions to Bidders, the Project Manual, and the Drawings, has satisfied himself as to all quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding same.

The undersigned understands that their competence and responsibility and that of their proposed subcontractors as well as any other factors of interest to the Owner will be a consideration in making the award.

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity concerning the bids received as it may be in their interest to do so.

Mitchell-Markowitz Construction Co., Inc.
Legal Name of Bidder

Corporate Seal
(if bid is submitted by a corporation)

WBH [Signature]
By Authorized Officer (Signature)

Blake Mitchell, Vice President
Printed Name, Title

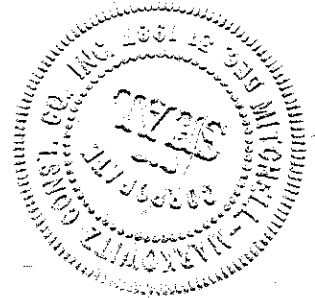
03-06-2025
Date

414 Graham St.
Street Address

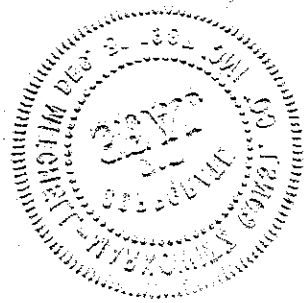
Emporia, KS 66801
City, State, Zip

620-591-0020
Telephone Number

blake@mitchell-markowitz.com
E-mail Address



END OF SECTION 011006



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Mitchell-Markowitz Construction Co. Inc.
414 Graham
Emporia KS 66801

SURETY:

(Name, legal status and principal place
of business)
Employers Mutual Casualty Company
P O Box 172
Des Moines IA 50306

This document has important legal
consequences. Consultation with an attorney is
encouraged with respect to its completion or
modification.

OWNER:

(Name, legal status and address)
City of Emporia
518 Mechanic St
Emporia KS 66801

Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural
where applicable.

BOND AMOUNT: 5% of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)
City of Emporia Freemont Bandstand - Remodel - Freemont Park - Union and 4th Avenue
Emporia KS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March, 2025

Alexandra Mitchell
(Witness)

Mitchell-Markowitz Construction Co Inc

(Principal)

(Seal)

(Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

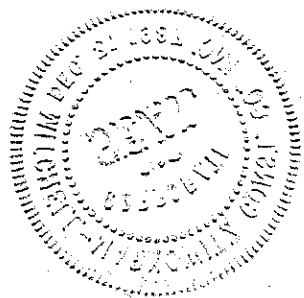
Janie O'Connor
(Title) Janie O'Connor - Attorney In Fact

Janette O'Connor
(Witness)

Init.
/

This document conforms to the wording and provisions of the AIA A310-2010 bond form.

061110



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JANIE O'CONNOR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

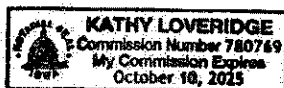
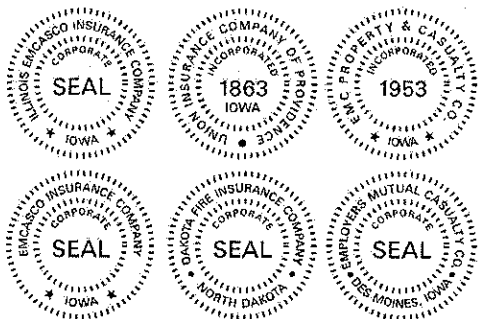
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2025.

Ryan J. Springer
 Vice President

SECTION 01 10 06 – BID FORM

In compliance with your Notice to Bidders and Instructions to Bidders, the Undersigned proposes to furnish all labor, materials, equipment, devices, haulage, services and incidentals necessary to construct the project in accordance with the Construction Contract Documents & Specifications prepared by Ben Moore Studio LLC

The undersigned bidder acknowledges receipt of the following Addenda:

None() #1(x) #2() #3() #4() #5()

City of Emporia Freemont Bandstand - Remodel

- Base Bid – \$ 156,358.00
- Included in the base bid is section 12100 Allowances
- Alternate No. 1 (2" concrete 'mud' slab under the deck) \$ 6,897.00
- Alternate No. 3 (Additional concrete paving to the south as shown on the plans) \$ 10,588.00
- Alternate No. 3 (New metal roofing (simulated cedar shake shingles) with associated ice and water shield, flashing and sheathing) \$ 46,645.00
- Alternate No. 4 (Composite decking) \$ 23,806.00

- The owner reserves the right to accept alternates not in the numerical order.
- The General Contractor will receive a notice to proceed, prior to the date of commencement. The General Contractor will order, procure all required materials required for the project prior to the date of commencement.
- ~~The bidder acknowledges the project shall be completed within 60 calendar days from the date of commencement of construction activities. The date of commencement shall be agreed upon by the Owner, Contractor and Architect with a Notice of Commencement Letter from the Architect. Liquidated damages in the amount of \$1000 per day shall be assessed to the contractor for each day over said 60 calendar days.~~

Time of Completion

The bidder agrees that the entire Work of the project will be completed in 120 calendar days from the notice to proceed.

Major Subcontractors - List all subcontractors Name & Address:

Proposed Electrical Subcontractor:

Name: Hammeke Electric

Address: 167 US 281, Great Bend, KS 67530

Contract and Contract Security

If notified of the acceptance of this Bid within 60 calendar days of the time set for opening bids, the Undersigned agrees to execute the Construction Contract within 10 days of the receipt of such notification and in accordance with this Bid and the Contract Documents.

The Bidder agrees, if awarded the Contract, to execute and deliver to the Architect all required bonds and insurance certificates as set forth in the Instructions to Bidders. **The bidder agrees and complies with all applicable federal requirements for this federally funded project.**

Declarations

The undersigned hereby declares that he has carefully examined the Site, the Notice to Bidders, the Instructions to Bidders, the Project Manual, and the Drawings, has satisfied himself as to all quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding same.

The undersigned understands that their competence and responsibility and that of their proposed subcontractors as well as any other factors of interest to the Owner will be a consideration in making the award.

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity concerning the bids received as it may be in their interest to do so.

Evergreen Design-Build

Legal Name of Bidder

Corporate Seal

(if bid is submitted by a corporation)

Justin Mallon

By Authorized Officer (Signature)

Justin Mallon, President

Printed Name, Title

3/6/2025

Date

813 Graham St

Street Address

Emporia, KS 66801

City, State, Zip

620-344-2249

Telephone Number

justin@evergreen.build

E-mail Address

END OF SECTION 011006

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Evergreen Design-Build, L.L.C.
813 Graham St.
Emporia, KS 66801

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Emporia, KS
111 E 6th Ave
Emporia, KS 66801

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Freemont Bandstand, Project No. BMS24-14

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2025.

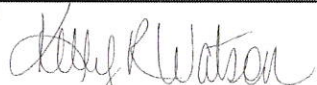

(Witness)


(Witness) Tessa R Turner

Evergreen Design-Build, L.L.C.
(Principal) (Seal)

By: 
(Title)

Merchants National Bonding, Inc.
(Surety) (Seal)

By: 
(Title) Kelly R Watson Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Kelly R Watson**

Surety Bond #: Bid Bond
Principal: Evergreen Design-Build, L.L.C.
Obligee: City of Emporia, KS

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of March, 2025.

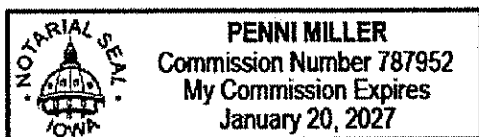


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

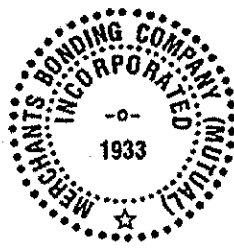


Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of March, 2025.



William Warner Jr.
Secretary



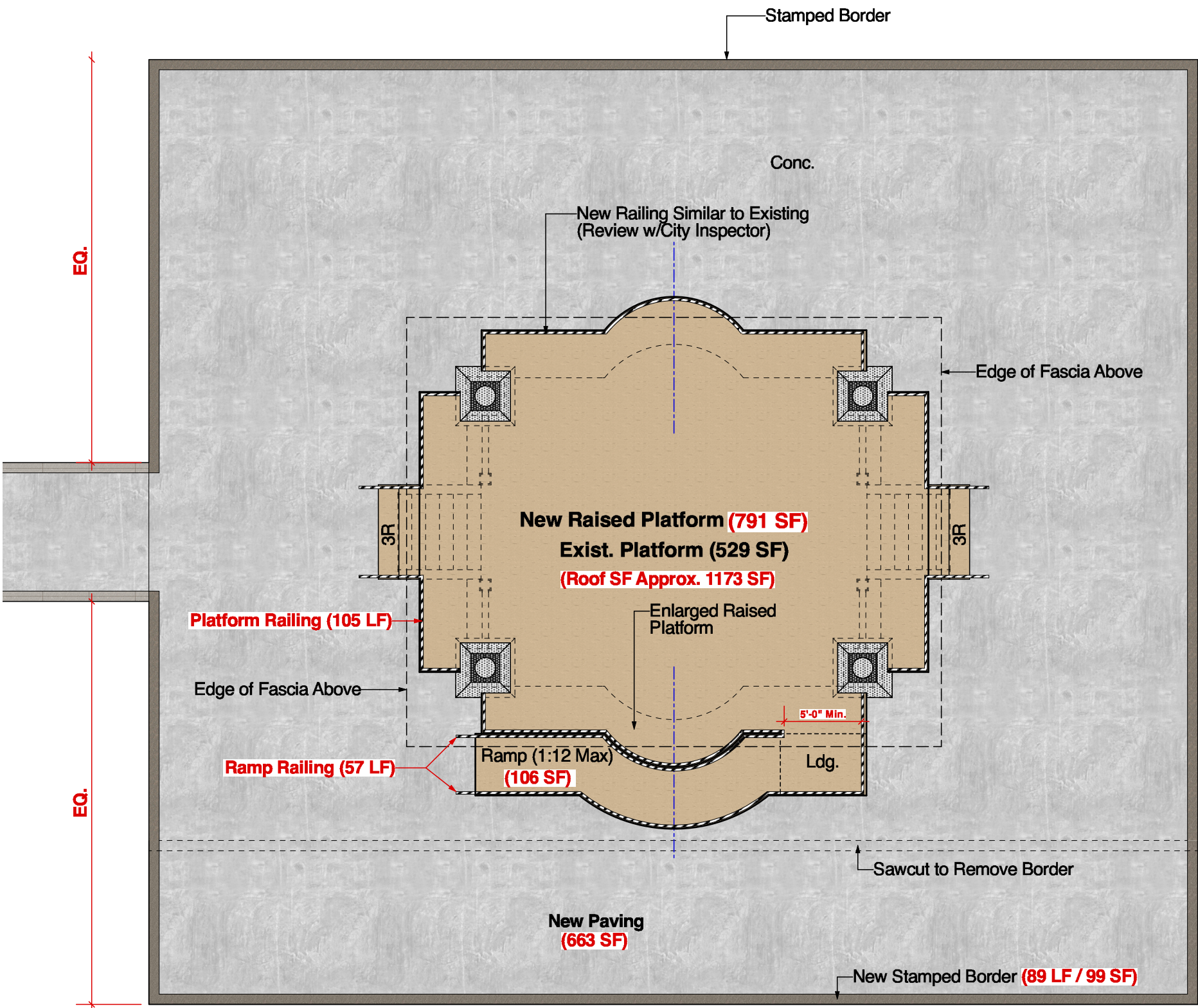
City of Emporia - Fremont Park Bandstand

Bid Opening

3/6/25

LOCATION: Conference Room 1AB

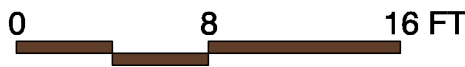
Bidder	Base Bid	Alt #1	Alt #2	Alt #3	Alt #4	Totals
		Mud slab	Additional Concrete - South	New Metal Roofing	Composite Decking	All Alternates
Mitchell-Markowitz	154132	2588	12075	55212	14796	238803
Evergreen	156358	6897	10588	46645	23806	244294



*Verify Tree Location. Notch Paving if Req'd.



landscape architecture & planning

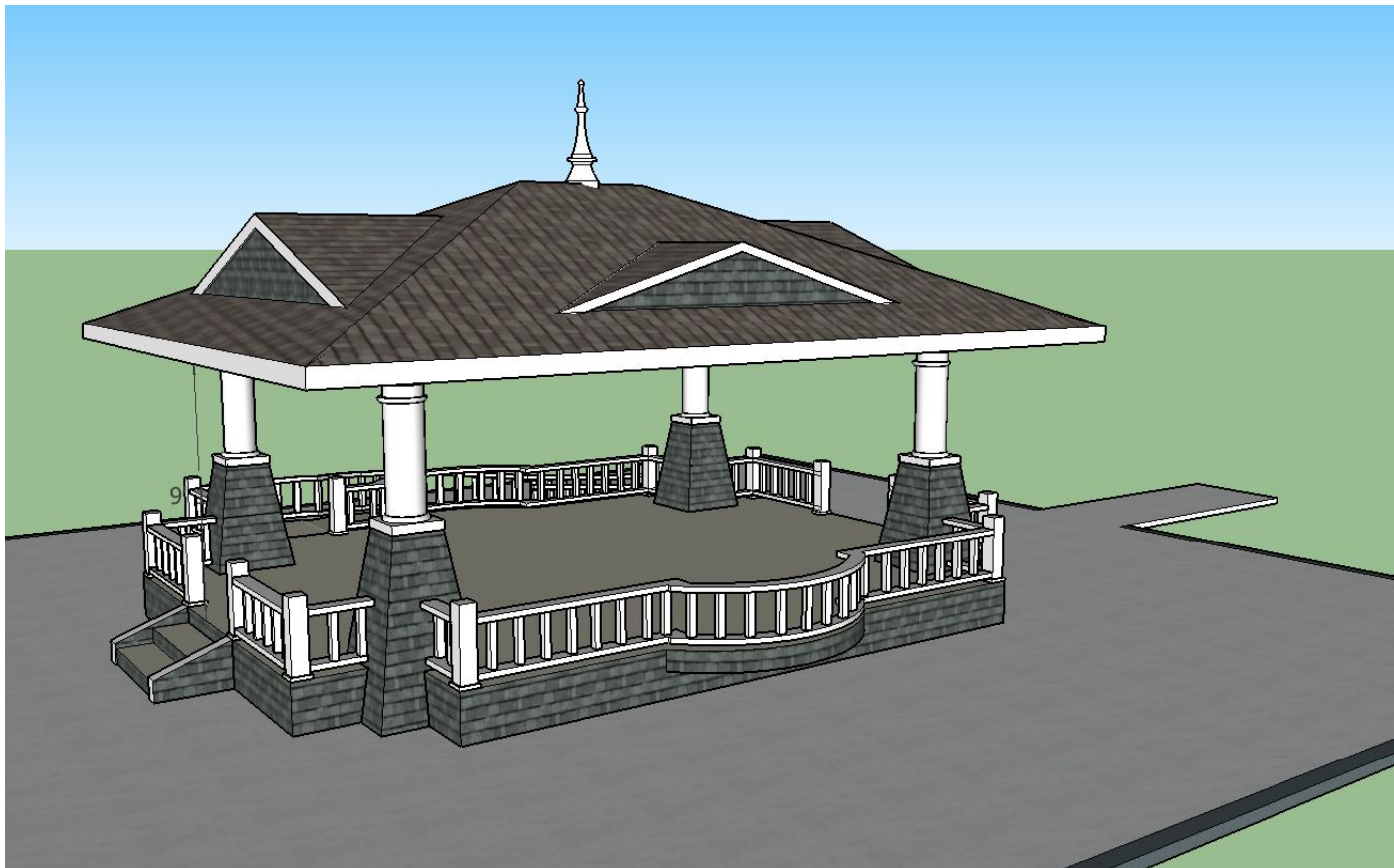
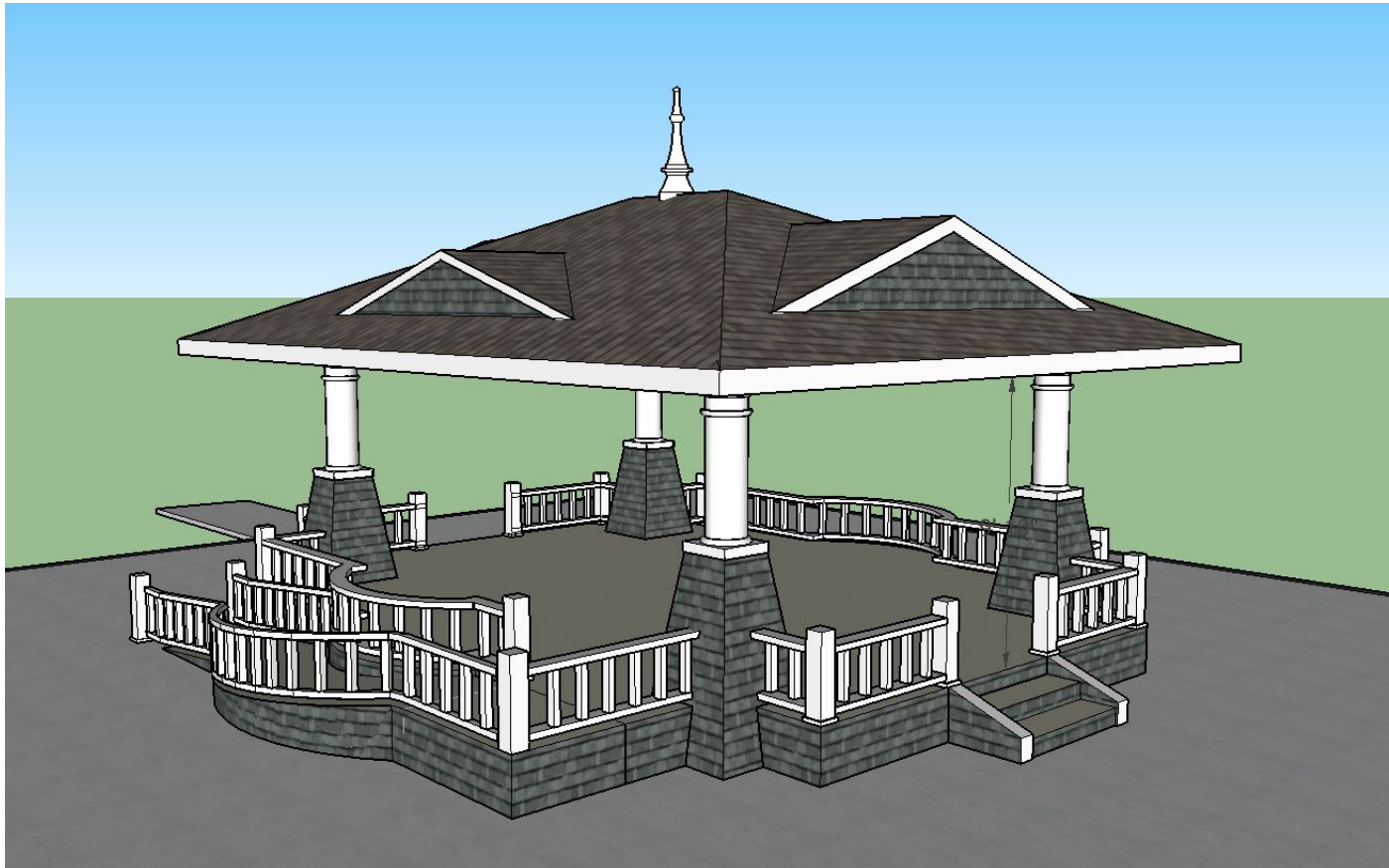
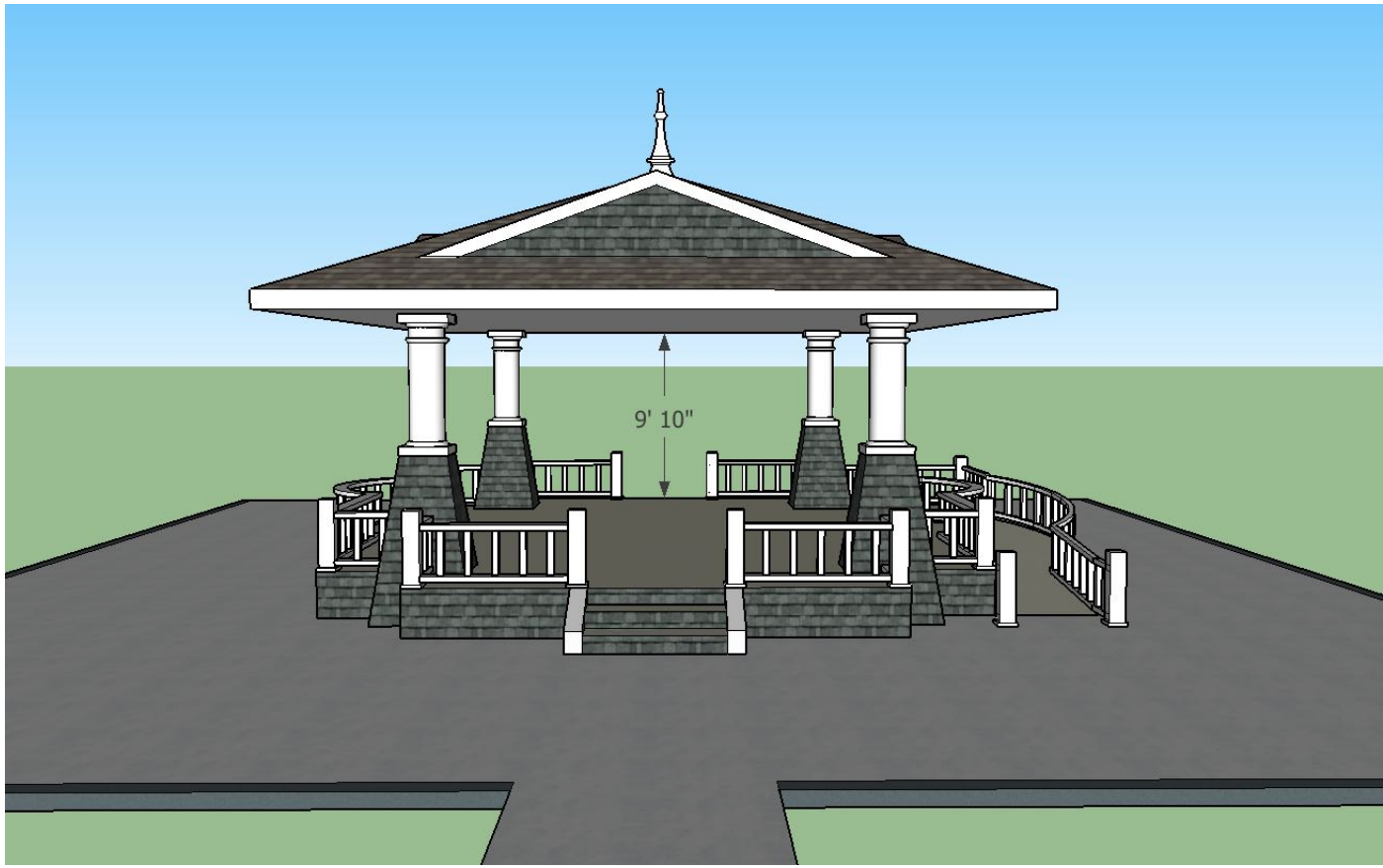


Improvement Concept Plan Emporia Bandstand - Fremont Park

E 4th Ave and Union St - Emporia, KS

sheet: 1 of 1 scale 1/8"=1'-0"

date: 9/25/2023 project: #23034



Option A

Improvement Concept Plan
Emporia Bandstand - Fremont Park

E 4th Ave and Union St - Emporia, KS

sheet: **2** of 4 scale 1/8"=1'-0"

date: 8/30/2023 project: **#23**



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Commission Action Report

Charter Ordinance No. 47 Pertaining to Court Costs

Title: Charter Ordinance No. 47 Pertaining to Court Costs

Agenda Date: March 19, 2025

Presented By: Christina Montgomery, City Attorney

Background:

K.S.A. 12-4112 pertains to court costs in municipal courts but does not apply uniformly to all cities in Kansas. Therefore, the City may utilize its Home Rule authority under Article XII, Section 5, of the Constitution of the State of Kansas to exempt itself from said provisions.

The City of Emporia previously exempted itself from the provisions of K.S.A. 12-4112 in Charter Ordinances 9, 16, 18. And 33.

Discussion:

Charter Ordinance No. 47 exempts the City from the provisions of K.S.A. 12-4112 and repeals Charter Ordinance No. 33 concerning the same topic. Charter Ordinance No. 47 specifies that court costs will be assessed as provided by ordinary city ordinance.

Approval of a Charter ordinance requires a 2/3 majority vote of the City Commission, publication in the official city newspaper for two consecutive weeks, and a sixty-day protest petition window following publication.

Financial considerations:

The city will pay the cost of publication in the official city newspaper.

Recommended action:

Approve Charter Ordinance No. 47 Pertaining to Court Costs

Attachments:

Charter Ordinance No. 47 Pertaining to Court Costs

Charter Ordinance No. 47

A CHARTER ORDINANCE EXEMPTING THE CITY OF EMPORIA, KANSAS FROM THE PROVISIONS OF K.S.A. 12-4112 RELATING TO THE ASSESSMENT OF COURT COSTS AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT; AND REPEALING CHARTER ORDINANCE NO. 33 OF THE CITY OF EMPORIA, KANSAS PERTAINING TO THE SAME SUBJECT.

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

Section 1. The City of Emporia, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas hereby elects to and does exempt itself and make inapplicable to it the provisions of K.S.A. 12-4112 which applies to this city but is part of an enactment which does not apply uniformly to all cities.

Section 2. Court costs may be assessed for the administration of justice in any municipal court case. However, no court costs shall be assessed against a defendant who is found not guilty. Costs shall be assessed as provided by ordinary city ordinance.

Section 3. Charter Ordinance No. 33 of the City of Emporia, Kansas is hereby repealed.

Section 4. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 5. This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

Passed by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this 19th day of March 2025.

Erren Harter, Mayor

Attest:

Kerry Sull, City Clerk



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: March 19, 2025
Presented By: Trey Cocking, City Manager

Background:

This is a time for the City Manager to make comments and reports to the Public.

The following is general information for the month of February 2025 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	\$ 597,914.46	\$ 627,414.93	Increase of \$29,500.47 for the month, and
YTD	\$ 1,115,283.82	\$1,173,268.91	Overall increase of 4.94% from year 2024.

City Share from County Tax

	2024	2025	
	\$ 302,081.68	\$ 321,970.79	Increase of \$19,889.11 for the month, and
YTD	\$ 570,044.59	\$ 597,538.04	Overall increase of 4.60% from year 2024.

Building Permits issued from 2/1/2025 to 2/28/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	30
Total of valuations associated with those building permits:	\$ 732,751.19
Total number of dollars collected for Building Permit Fees:	\$ 5,104.00
Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for February 2025	\$ 20,076.51
YTD	\$ 39,003.24

Pavilions CID for February 2025	\$ 21,857.48
CID #2	\$ 21,857.48
YTD	\$ 79,270.78

Fairview Hotel CID for February 2025	\$ 8,183.96
YTD	\$ 14,694.22

West Plaza CID for February 2025	\$ 16,760.94
YTD	\$ 19,076.52

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, March 5, 2025, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

No comments were made at this time.

**PLANNING AND DEVELOPMENT
(Annex Property Located at 1002 Trusler Road into City Limits)
(Ordinance Number 25-09)**

AN ORDINANCE ANNEXING LAND TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 25-09, was presented to the Governing Body for their consideration.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated the City has received consent to annexation from the owners of property located at 1002 Trusler Road. The property consists of an 11-acre tract of land with an existing house located on it. The property adjoins the city and is eligible for annexation. The annexation request is an anticipated of a new home site following a lot split and rezoning to a city Parcel Type. He stated the property is currently zoned County Agriculture. Upon annexation, the property retains its zoning designation, and rezoning is necessary for development. If the rezoning is approved, the property will be assigned a city Parcel Type of Country Home. He stated Kansas Annexation Law specifically allows that when a property adjoins the city, and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of

County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. Staff recommend approval of Ordinance No. 25-09 annexing property located at 1002 Trusler Road pursuant to K.S.A. 12-520.

Following further discussion Commissioner Sauder made a motion to approve Ordinance Number 25-09 annexing property located at 1002 Trusler Road Pursuant to K.S.A. 12-520. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, Commissioner Curtis, and Mayor Harter, aye.

ENGINEERING
(United States Department of Transportation Federal Railroad Administration)
(BNSF Railway Agreement for Safety Improvements Study)
(BNSF File No. BF-20553756)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City of Emporia applied for and received funding for the United States Department of Transportation (USDOT) Federal Railroad Administration (FRA) for a Corridor Safety Improvements Study in October 2022. After the project award, Engineering worked with FRA and their consultants, as FRA was navigating a new USDOT program. Funding was obligated in November 2024. He stated the City solicited six KDOT Pre-Qualified Consultants for the study and selected HDR Engineering, Inc. in January 2025. In the application to FRA, BNSF submitted a letter of support for the Safety Improvements Study and committed to paying \$571,000 of the study. He stated since 2012, Emporia subdivision rail corridor has seen thirteen (13) collisions, four (4) injuries and three (3) fatalities. This agreement is BNSF's commitment to their financial share of the Study to explore safety improvements, sound improvements and emergency services access along the rail corridor at the street crossings. He stated the City has an agreement with USDOT for FRA to fund \$601,000 of the study. BNSF is contributing \$571,000 toward the study and the City will be responsible for \$30,000. Staff recommend approval of the Agreement with BNSF for their share of the Study and authorize the Mayor to sign the agreement.

Commissioner Brinkman made a motion to approve the Agreement with BNSF for the Study Improvements Study and authorize the Mayor to sign the agreement.

Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

ENGINEERING
(United States Department of Transportation Federal Railroad Administration)
(Emporia Kansas Corridor Improvement Project)
(Professional Services with HDR Engineering, Inc.)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated City Engineering and the City Manager's Office selected HDR Engineering, Inc. team in January 2025 while using KDOT's Request for Qualifications process. This agreement is for the Emporia, Kansas Corridor Improvement Project to explore safety improvements, sound improvements and emergency services along the rail corridor and at street crossings. HDR Engineering, Inc., along with BG Consultants as a subconsultant for the utility portion of the project. He stated HDR helped the City with the application for funding along with application submission. Staff recommend approving the professional services agreement with HDR Engineering, Inc. for the study and authorize the Mayor to sign the agreement.

Commissioner Smith made a motion to approve the professional services agreement with HDR Engineering, Inc. for the study and authorize the Mayor to sign the agreement. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

SIDEWALK
(2025 Hazardous Sidewalk Program)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated three (3) bids were received for the 2025 Hazardous Sidewalk Program. The bids received are used for setting unit prices for each individual project line item. Bid totals

were achieved by multiplying these unit prices with our initial estimated quantities from the list of site work projected for the 2025 Hazardous Sidewalk Program.

BID TABULATION FOR 2025 HAZARDOUS SIDEWALK PROGRAM

Contractor	Base Bid
South Central Sealing, LLC	\$51,237.50
Burlington Construction	\$69,182.50
S. R. Coffman Construction	\$72,410.00
Engineer's Estimate	\$65,070.00

He stated there is \$100,000 budgeted for the 2025 Hazardous Sidewalk Program, paid from the Multi-Year Fund. Locations and quantities will be added throughout the year as property owners sign up for participation in the program. He stated the program allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit prices. The 2025 program participation is 25% residential property owner/75% City and 50% commercial property owner/50% City. Staff recommend awarding the contract to South Central Sealing, LLC and authorize the Mayor to sign the agreement.

Commissioner Sauder made a motion to award the 2025 Hazardous Sidewalk Program to South Central Sealing, LLC and authorize the Mayor to sign the agreement. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

**EMPORIA MUNICIPAL AIRPORT
(Taxiway Lighting System Project)
(Construction Services with H.W. Lochner, Inc.)**

Dean Grant, Director of Public Works, was recognized and addressed the Governing Body. He stated the construction of the airport taxiway lighting system project started in 2024. This project will convert the remaining airport lighting to LED and upgrade the electrical circuits. Construction of the project will start in the fall of 2025 and the City would like to have the construction services contract with H.W. Lochner executed prior to the contractor starting work. The contract with H.W. Lochner is \$90,750.00 not-to-exceed for preliminary and construction observation phases, and \$8,225.00 lump sum for the

project closeout phase. This project, including construction services contract, will be reimbursed at 90% cost share with the airport grants from the FAA. The city's portion will be \$9,897.50. Staff recommend approval of the contract for construction services with H.W. Lochner, Inc. in the amount of \$98,975.00.

Commissioner Brinkman made a motion to approve the contract for construction services with H.W. Lochner for \$98,975.00. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

Consent Agenda

It was moved by Commissioner Sauder, seconded by Commissioner Smith that the Consent Agenda listed below be ratified as a whole:

- a. Minutes of the Regular Meeting held on February 19, 2025.

The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

COMMISSION (City Manager's Report)

This is an opportunity for the City Manager 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 MARCH 19, 2025, MEETING.

- Recognize Finance Department for Government Finance Officers Association (GFOA) Award.
- Ordinance Vacating a Platted Alley West of 12th Avenue Baptist Church.
- Award Bid for Fremont Park Bandstand Remodel.
- Rezone Stormont Vail Healthcare, Inc. Property located at 1700 Road G.
- Construction Services Contract with BG Consultants, Inc for Southeast Transmission Waterline.
- Award Bid for Southeast Transmission Waterline Improvements
- Purchase Airport Hangar Door.
- FHTC Appropriation.
- Property Acquisition at 115 E 5th Avenue.

- **Study Session:**
- Discuss Jones Aquatic Center Agreement.
- Gas Franchise Agreement.
- Update on Homelessness Advisory Board.
- Pickle Ball Development Plan.

CITY COMMISSION (Governing Body Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public.

Commissioner Curtis stated he was very concerned about folks who are scared and fearful related to their immigration status, and this is really just a plea for information for ways that we can support those residents within the limits of the law. We need to be lawful but certainly look at residents who are here to be given some suggestions on how we can support that population knowing that they are scared and fearful and anxious.

Commissioner Brinkman stated earlier this month or maybe it was late last month, I noticed that the City placed on social media information letting folks know that the window is open to file for City Commission. We have three seats that are available, and this is no surprise to my colleagues, but I think it is important that folks know that I will not be seeking an additional term. That may be important to individuals in our community who are considering running, it is a true open seat. It has been a privilege of my lifetime to serve our community for 14 years, it is time for someone else to step in. From what I read on the chat there are quite a few folks who are well qualified and anxious to bring new ideas to our community. I have always done my very best to be the voice at the table for those in our community who do not have one, and I plan to finish 2025 strong.

Commissioner Smith stated to consider running for City Commission you have to be a city resident and a registered voter and 18 years of age.

Mayor Harter stated he stated he and the City Manager attended another Rapid Response meeting this morning and that group has done a tremendous job wanted to say a few words about the response since the Tyson and Holiday Resort news in early December.

Thanks to any of our citizens that have lent a hand. We have heard stories of financial help, help around the house, and much more from our neighbors and friends.

Thanks to the staff at Holiday Resort for finding support and placement for all of the residents in just over a week. A truly amazing feat.

Thanks to all of the local employers who have hired any displaced workers. Simmons alone hired over 100 people.

CDL training at FHTC is full. Make sure you get on their wait list. FHTC has been able to expedite the CDL course because of the expertise that some of the displaced workers already had.

Emporia Spanish Speakers and LeLan Dains have been vital in translation with displaced workers and most importantly has provided a comfort level for all involved that would not be possible without them. You can send them a thank you at 215 W 6th Ave or call (620) 757-3264.

Kansasworks – Katie Givens and her team were well prepared and have executed flawlessly. They are able to help with unemployment benefits and find new jobs for nearly all involved. You can send them a thank you at 215 W 6th Ave or give them a call at (620) 342-3355.

I want to thank the groups that were involved in the Rapid Response meetings. City of Emporia, Crosswinds, Emporia Chamber of Commerce, Emporia Mainstreet, Emporia Spanish Speakers, ESU, FHTC, Kansasworks, Local Legislators, Lyon County, RDA, United Way, USD 253.

Finally, I know it's not all about money, but the average wage was \$38,000 annually at Tyson. Most of the displaced workers have seen anywhere from a 15% - to as much as a 60% raise as a result of changing jobs.

I hope that all that has been done by our community will increase Emporian's financial, social, mental and physical wealth.

Commissioner Sauder made a motion to recess the meeting at 11:45 a.m., to Conference Room 1AB. Commissioner Curtis seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Brinkman, nay; Commissioner Smith, nay; and Mayor Harter, nay.

Commissioner Smith made a motion to recess the meeting at 11:40 a.m. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

The following items were discussed at the Study Session:

1. Carnegie Building Update.
2. Disc Golf Update.
3. Discuss Increase in Court Costs and Fees.
4. Winter Storm Response Recap.

5. Discuss Fee Decrease for Chicken or Fowl Pen and Domestic (farm and non-farm) Permit.
6. Citizen Representative to the Joint Traffic Safety Committee.
7. Flint Hills Technical College Board of Trustees Interviewing Commissioners.
8. Discuss City/County Meeting on April 2, 2025.

Commissioner Sauder then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

FHTC Appropriation

Title: FHTC Appropriation

Agenda Date: March 19, 2025

Presented By: Trey Cocking, City Manager

Background:

Caron L. Daugherty, President of Flint Hills Technical College, previously discussed a one-year appropriation request of \$113,204. This will allow the College to transition programs from the Lowther South Downtown campus to the main campus by the end of the year.

Discussion:

This transition will allow the College to repurpose existing distributed spaces used by maintenance staff. This plan opens those spaces for academic needs. These funds provide capital outlay to support the construction of the maintenance facility and the expansion of those programs to existing space.

Financial considerations:

The appropriation of \$113,204 from the City of Emporia.

Recommended action:

Staff recommends the appropriation of \$113,204 to the Flint Hills Technical College for the transition programs from the Lowther South Downtown campus to the main campus.



Commission Action Report

Land & Water Conservation Fund

Title: Land & Water Conservation Fund: Annual Operation and Maintenance Assurance Statement

Agenda Date: March 19, 2025

Presented By: Kevin Hanlin, Director of Public Lands and Facilities

Background:

The City of Emporia has worked with the Kansas Department of Wildlife, Parks and Tourism for several projects, which include projects in Jones Recreation Park, David Traylor Zoo and C of E Park. The approval of this agreement is required on an annual basis.

Discussion:

The City of Emporia commenced working with the KS Department of Wildlife back in 1970's to assist in developing our park systems. This annual statement assures the City of Emporia will keep these items listed in the AOMAS for outdoor recreation purposes by maintaining the project areas and not converting to any other uses without the review and approval of the KS Department of Wildlife and the National Park Service.

Financial considerations:

No city funds are required.

Recommended action:

Approve and sign the 2025 Annual Operation and Maintenance Assurance Statement (AOMAS) with the Kansas Department of Wildlife, Parks and Tourism.

Attachments:

Letter from Kansas Department of Wildlife and Parks
2025 AOMAS
List of Projects Completed

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-6020
www.ksoutdoors.com

Christopher Kennedy, Secretary

Laura Kelly, Governor

February 13, 2025

Dear Land & Water Conservation Fund (LWCF) Recipient:

Enclosed is the annual operation and maintenance assurance statement (AOMAS) with a list of LWCF projects for which you have previously received awards. Also enclosed is information outlining your LWCF sites and the LWCF program in general. This information is provided as a tool to help you understand the LWCF program and your responsibilities as a subgrantee. Please keep this information for your records.

Please read the responsibilities listed on the blue AOMAS form and sign and return it to the attention of the KDWP State Park Division by **March 28th, 2025**. Also, please fill out the Contact Information Update slip if the sponsor contact has changed since last year.

Keep in mind that any new improvements to the LWCF site must be approved by our office prior to development and must meet ADA requirements.

It is very important that LWCF guidelines are followed and that you return the blue AOMAS form. Your cooperation in maintaining your LWCF project is very important if you are interested in receiving future outdoor recreation funding.

KDWP will be accepting LWCF applications this year. The application will be live soon and can be found at **ksoutdoors.com/KDWP-Info/Grants**. The deadline for submitting a 2025 application will be September 12, 2025.

Feel free to call our office if you have any questions. Thank you for your dedication to providing outdoor recreation opportunities to your community.

Sincerely,

Riston Landwehr
LWCF Grant Coordinator, State Parks Division
Kansas Department of Wildlife and Parks

KANSAS DEPARTMENT OF WILDLIFE AND PARKS
512 SE 25th AVENUE
PRATT, KS 67124

2025 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT
Land & Water Conservation Fund (LWCF)

Whereas, **City of Emporia** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

NPS Project No.

20-00162

20-00632

20-00657

Project Title

Jones Recreation Park

Concession/Restroom Development

D/C of E Park Improvement

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files.

City of Emporia

Project Sponsor

*** I certify that I have the authority to sign for this project sponsor ***

Date: _____

Signature: _____

Printed Name: _____

Title: _____

City of Emporia

<u>Project ID #</u>	<u>Project Title</u>	<u>Park Name</u>	<u>Description</u>	<u>Approved</u>
20-00162	Jones Recreation Park	Jones Recreation Park	Construction of shelters, ball fields, concession & restroom bldgs., pool & all related supplies	6/30/1970
20-00632	Concession/Restroom	Soden's Grove Zoo Dev	Construction of a concession and restroom building	9/30/1987
20-00657	D/C of E Park Improvement	Corps of Engineers Park	Construction of hiking trail, benches, parking, signs & landscaping	9/23/1993

NOTE: 50% Award = the amount both the NPS and local sponsor contributed to the project. The total project cost is the 50% Award amount multiplied by 2.



Commission Action Report

2025 Jones Aquatic Center Agreement

Title: 2025 Jones Aquatic Center Agreement

Agenda Date: March 19, 2025

Presented By: Kevin Hanlin, Director of Public Lands and Facilities

Background:

The Emporia Recreation Commission has operated the Jones Aquatic Center on behalf of the City of Emporia for a number of years. Each year the City and ERC enter into an operations agreement specifying the terms for the upcoming seasons.

Discussion:

After discussions between the City staff and ERC staff, no changes were made to the 2025 agreement. The allocation to subsidize for the shortfall related to running the aquatic center will remain at \$96,000 for 2025.

This agreement has been approved by the Emporia Recreation Commission Board.

Financial considerations:

The City owns the JAC facility and will continue to pay for utilities and major repairs. At the end of the season, the City will pay any deficit in JAC operations expenses up to \$96,000.

Recommended action:

Approve and sign the 2025 Jones Aquatic Center Agreement.

Attachments:

2025 Jones Aquatic Center Agreement

JONES AQUATIC CENTER AGREEMENT
Between
THE CITY OF EMPORIA, KANSAS
And
THE EMPORIA RECREATION COMMISSION

THIS AGREEMENT made this _____ day of March 2025, by and between the CITY OF EMPORIA, KANSAS, a municipal corporation, hereinafter referred to as "CITY," and THE EMPORIA RECREATION COMMISSION, organized and existing under the statutes of Kansas, hereinafter referred to as "the ERC."

WITNESSETH:

WHEREAS, the CITY constructed and owns the Jones Aquatic Center, 4202 West 18th Avenue, Emporia, Kansas; and

WHEREAS, the ERC administers recreation programs for the City and for USD 253; and

WHEREAS, the Jones Aquatic Center is a part of the recreational program administered and operated by the ERC; and

WHEREAS, the CITY and the ERC now desire to formalize the agreement with respect to the administration, operation and maintenance of the Jones Aquatic Center;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Upon the following terms and conditions, the CITY and ERC agree that the ERC shall be responsible for the daily operations of the Jones Aquatic Center (JAC) each year between Memorial Day to Labor Day, with exact dates authorized by the City.

2. The JAC shall be used and occupied by the ERC exclusively for community recreation and competitive purposes with responsibility to organize and promote use of the swimming pool and other facilities. In the use of the premises, the ERC shall comply with all statutes, ordinances and regulations of public authorities applicable to the aquatic center complex.

3. During possession of the aquatic center, the ERC shall be responsible for routine maintenance and up-keep of the aquatic center, security, staffing and the day-to-day operations. The ERC shall notify the CITY when major repairs are needed. Major repairs shall consist of the failure or interruption of a major system which would exceed \$1000 for repair or replacement. The ERC shall maintain a maintenance log of all repairs and improvements, major or minor, performed which information will be shared

with the CITY.

The CITY shall be responsible for providing pool chemicals needed for the operation of JAC. The CITY shall be responsible for upkeep and maintenance of the grounds, driveway, parking and landscaping for JAC. The City shall maintain the pool pumping and filtering equipment and establish the optimum operating levels.

4. The ERC shall not undertake any alterations, additions or improvements of the JAC without the approval of the CITY.

5. The CITY shall be responsible for the water, sewer, refuse, electric and natural gas utility charges utilized by it at the JAC during the months of June, July and August. The ERC shall be responsible for hiring, training, and compensation of full and part time workers at the JAC. The ERC shall be responsible for concession sales and staffing.

6. The CITY shall maintain general liability and casualty insurance on the equipment, buildings and grounds. The ERC shall maintain liability insurance for the operation of the facility.

7. The ERC shall recommend to the CITY the annual fee structure for the operation of the JAC. The City Commission shall consider the recommended fee structure and annual calendar for JAC. The ERC agrees to maintain an accounting of all costs and expenses for staffing and operation of the Jones Aquatic Center, and all receipts and income attributable to the aquatic center. After the conclusion of the season, on or about October 1, the ERC shall submit a final accounting. If the final accounting results in a positive balance, such amount shall be retained by the ERC. If the final accounting results in a negative balance, the City will be responsible to make up the deficit up to an amount not to exceed \$96,000.00

8. The CITY and the ERC are subject to limits of liability according to K.S.A. 75-6104 et seq. Each party to this Agreement hereby agrees to indemnify and hold harmless the other party from claims for damages for injuries to persons or to property occasioned by the alleged negligent conduct of the party's own employees, officers or agents, arising from the operations under this Agreement.

9. If the ERC shall fail to comply with any of the terms of this Agreement, and such period shall continue for a period of thirty (30) days after notification, then in that event, the CITY may at its option, declare this agreement to be null and void. This shall not be taken to limit or prohibit any other remedies available to the CITY.

10. The waiver of the CITY or the failure of the CITY to take any action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or a subsequent breach of the same or any other term, covenant or condition herein contained.

11. This Agreement supersedes all prior verbal or written statements between the parties as regards the cooperation in the operation of the aquatic center. This Agreement may be amended or supplemented by subsequent written documents signed by the parties.

12. This Agreement for a term ending December 31, 2025, and is renewable upon the mutual agreement of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the date and year first above written.

CITY OF EMPORIA, KANSAS

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

EMPORIA RECREATION COMMISSION
By its Board of Commissioners

Jeremy Dorsey, Chairman
EMPORIA RECREATION COMMISSION



Commission Action Report

Purchase Hangar Doors

Title: Purchase Hangar Doors

Agenda Date: March 19, 2025

Presented By: Dean Grant, Director of Public Works

Background:

The airport has two (2) older hangars that have folding doors. These doors do not allow us to use the complete width of the openings, and the doors can be dangerous for staff to open on windy days. A heating system was added to the north hangar; however, the existing door is not insulated to help retain the heat in the hangar resulting in higher energy costs.

Discussion:

Staff would like to purchase two (2) doors, one (1) for the north hangar and one (1) for the south hangar, that are hydraulic opening/closing. The door for the north hangar will be insulated, and both allow staff the use the total hanger opening width when moving planes in and out of the hangar. Most importantly, the doors will be safer for staff to open and close.

Financial Considerations:

The doors will be purchased with money bonded for airport and public works center improvements.

Recommended Action:

Approve the purchase of two (2) hangar doors and installation from S&S Powerlift Hydraulic Doors in the amount of \$80,784.03

Attachments:

Hanger Door Quotes

S&S Powerlift Hydraulic Doors, LLC

16101 A. Sw 80th St.
 Nashville, KS 67112 US
 +13163506782
 ss@powerliftdoors.com
 https://sands.powerliftdoors.com

**Estimate****ADDRESS**

Julian Seaman
 Emporia Municipal Airport

SHIP TO

Julian Seaman
 Emporia Municipal Airport
 Emporia, KS 66801

ESTIMATE #
 2532

DATE
 03/03/2025

EXPIRATION DATE
 06/03/2025

JOB NAME:
 58'10 x 17'6 & 58x13

	QTY	RATE	TOTAL PRICE
Door 58'10 x 17'6	1	30,707.00	30,707.00T
Door 58 x 13	1	26,086.00	26,086.00T
Cellular Remote System Cellular Remote System (Can be used on up to 99 cell phones)	2	1,050.00	2,100.00T
Walk In Door (Plyco steel door with aluminum frame and aluminum threshold) Labor and Materials to install walk in door(s)	2	1,350.00	2,700.00
Metal Sheetting Labor and Materials for Tin on outside of door	1	7,603.77	7,603.77T
Insulation Labor and Materials for Insulating inside of door (3" batt insulation, vinyl backing R11 value)	1	1,450.00	1,450.00
Rental Telehandler and Scissor Lift Rental for both Days	1	3,000.00	3,000.00
Labor Labor to Remove both Existing Doors and getting both openings ready	1	2,000.00	2,000.00T
Additional Information - S&S Powerlift will provide the following Customary Products & Services:	1	0.00	0.00
> Fabricated metal framework with one (1) coat of primer/paint > Two Hydraulic Cylinders, hoses and pump per door – complete system > Electric motor equipped for electrical tie-in or connection * standard equipment ~ 220volt / 30amp > Two technician outfitted with fasteners and installation equipment > Hydraulic fluid – five (5) gallons > Door cladding, sheetting, trim accessories and installation of Upper			

Thank you for your business!
 Page 1 of 2

Weather Stripping

- > Equipment – Telehandler with extendable boom or equivalent lifting machine of adequate size to unload the hydraulic door(s) and scissor lift or adequate machinery to use to install the door while it is being held in place by telehandler.

Customer Requirements & Responsibilities:

- > Building Integrity - a building structurally capable of handling imposing door load
- > 220volt Final Electrical pump motor tie-in/connection or a generator at least 10,000 watts / 30amp or connect with pioneer couplings
- > Rough opening preparations as specified by final measurements

Fabricated, Delivered & Installed

75,646.77

75,646.77

DOWNPAYMENT is REQUIRED to work on your project.
Quoted price is good for 30 days.

5,137.26

5,137.26

80,784.03

\$80,784.03

Terms of agreement:

25% DOWN DEPOSIT DUE WITH CREDIT STATEMENT.
BALANCE OF PROJECT DUE UPON DELIVERY AND THE
INSTALLATION OF DOOR(S) 360,508.02

Customer signature agreeing to the above conditions:

Accepted By

Accepted Date



6215 E. Kellogg Dr. Wichita, KS 67218

Estimator: Garret Parthemer

Date: 2/17/2025

Job Name: Replace Horton Door With Hydraulic Door 63x18
Attention: Ken Adams
Job Location: City of Emporia Airport

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING :

Scope Of Work / Description

- Demo Existing 63'x18' Horton Door
- Install new 63'x18' clear opening Hydraulic Door
- 2 Button Remote System
- 1) Walk -in Door
- 2) 3x3 Windows
- Metal Sheeting and insulation (3" Batt insulation, Vinyl Back R11 Value)
- Electrical Included 220v/1ph

***Excludes any concrete work.

TOTAL BASE BID COST: \$ 106,109.00
SALES TAX (8.5%): \$ 9,019.27
TOTAL: \$ 115,128.27

EXCLUSIONS FROM CONTRACT

- Sales tax is not included in the above price unless otherwise stated.
- Openings are to be prepared by others in accordance with our specifications.
- All wiring, conduit and electrical to be completed by others, unless otherwise stated.
- Agreements are contingent upon strikes, accidents or other conditions beyond our control.

WE ACCEPTED THE ABOVE PROPOSAL

(SIGNATURE)

(PRINTED NAME)

(DATE)

OVERHEAD DOOR COMPANY

Garret Parthemer

(DATE)



6215 E. Kellogg Dr. Wichita, KS 67218

Estimator: Garret Parthemer

Date: 2/17/2025

Job Name: Replace Horton Door With Hydraulic Door 63x14
Attention: Ken Adams
Job Location: City of Emporia Airport

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING :

Scope Of Work / Description

- Demo Existing 63'x14' Horton Door
- Install new 63'x14' clear opening Hydraulic Door
- 2 Button Remote System
- 1) Walk -in Door
- 2) 3x3 Windows
- Metal Sheeting and insulation (3" Batt insulation, Vinyl Back R11 Value)
- Electrical Included 220v/1ph

***Excludes any concrete work.

TOTAL BASE BID COST: \$ 97,627.00
SALES TAX (8.5%): \$ 8,298.30
TOTAL: \$ 105,925.30

EXCLUSIONS FROM CONTRACT

- Sales tax is not included in the above price unless otherwise stated.
- Openings are to be prepared by others in accordance with our specifications.
- All wiring, conduit and electrical to be completed by others, unless otherwise stated.
- Agreements are contingent upon strikes, accidents or other conditions beyond our control.

WE ACCEPTED THE ABOVE PROPOSAL

(SIGNATURE)

(PRINTED NAME)

(DATE)

OVERHEAD DOOR COMPANY

Garret Parthemer

(DATE)

PAGE 1 OF 1
8/26/24

Page 68 of 105



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: March 19, 2025

Presented By: Trey Cocking, City Manager

Background:

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight the organization's accomplishments.

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, April 2, 2025.

Commission Meeting :

- Proclamation Naming April's Child Abuse Prevention Month
- Proclamation for National Public Safety Telecommunicators Week.
- Proclamation National Library Week.
- Proclamation Recognizing April as Fair Housing Month
- Franchise Agreement with Kansas Gas Service

NO STUDY SESSION

Title: 2024 Homelessness Advisory Board Update

Agenda Date: March 19th, 2025

Presented By: Tayler Wash, Assistant City Manager

Background:

The Homelessness Advisory Board was officially established in July 2023. We held our first meeting on September 13th, 2023. We've been meeting monthly since then to help serve the unhoused population of Emporia.

Discussion:

We provided our last update on January 17th, 2024 as a recap of what we accomplished in 2023. This update is provided to review what we accomplished in 2024 and our plans for 2025. The attached materials outline the progress and aspirations of the Homelessness Advisory Board.

Attachments:

2024 Homelessness Advisory Board Update

Homelessness Advisory Board Commission Update

Progress So Far

Throughout 2024, the Homeless Advisory Board focused on addressing homelessness in Emporia through a variety of initiatives and collaborations. Key activities included:

1. **Data Collection & Research:** The board prioritized gathering data to support solutions for homelessness, including surveys to gather input from local service providers and discussions around the Point-in-Time (PIT) count. They worked to ensure accurate data collection, discussing methods for enhancing PIT counts and the importance of data for funding and resource allocation. They also explored partnerships with organizations like the Kansas Continuum of Care to improve data and research efforts. During the unofficial PIT count last summer, we identified 3 people experiencing homelessness. The numbers from the official PIT count that was conducted last winter have not been released by HUD yet.
2. **Staffing & Position Development:** The board recognized the need for a dedicated staff position to manage homelessness issues. They discussed potential funding opportunities for this role, including a United Way grant for a full-time position focused on community analysis and data collection. The board provided a letter of support for this grant and a proposal to create a job description for this role was developed over several months. *This position is currently filled by Jessica Reth who also serves on the board.*
3. **Shelter and Housing Solutions:** The board reviewed different shelter models and the challenges associated with implementing them, including zoning restrictions for churches wishing to provide shelter and discussions on emergency warming centers for cold weather. They also considered a potential public-private partnership to create a services hub, focusing on long-term solutions for homelessness.
4. **Community Engagement & Partnerships:** The board worked to engage local organizations, including Crosswinds, Southwick House, and other community groups, to gather data, resources, and support for homeless individuals. They also discussed strategies to improve outreach and partnerships with groups like Walmart, United Way, and local churches to expand services and resources for those experiencing homelessness.
5. **Advocacy and Public Awareness:** The board made efforts to raise awareness of homelessness issues, including planning a public marketing campaign on

homelessness, drafting resolutions to present to the City Commission, and attempting to host events to collect donations and winter gear for the homeless. They also considered ways to track police interactions with homeless individuals to reduce potential harm.

6. **Events & Initiatives:** The board organized events such as the PIT count and attempted donation drives to assist homeless individuals, including a winter gear collection and a medical triage event. They also discussed the logistics of holding events in collaboration with local organizations and the community.
7. **Community Response to Homelessness:** Local organizations and individuals have played a key role in supporting people experiencing homelessness through direct outreach and resource connections. Joe Reed from Crosswinds and Dominick Vortherns from the Emporia Police Department have been instrumental in these efforts, working together to engage with homeless individuals, assess their needs, and connect them to available resources. Through coordinated efforts, they have helped people access temporary housing, mental health services, and other forms of assistance. Their collaboration highlights the importance of a multifaceted approach to homelessness, integrating law enforcement, mental health services, and community support to provide effective solutions.
8. **Challenges and Solutions:** Throughout the year, the board faced challenges such as a lack of shelter funding and limited affordable housing options. They explored solutions like low-barrier shelters, rapid rehousing programs, and advocacy for a statement from the City affirming the right to housing. Other challenges include:
 1. **Low interaction** from individuals with lived experience, specifically related to the use of shelters and warming centers
 2. The logistics of **fundraising/collecting** items as a City board
 3. **Tracking statistics** related to homelessness and sharing that data
 4. **Coordinating** stakeholders to align

By the end of the year, the board had made significant strides in organizing efforts to address homelessness, fostering partnerships, and developing a clearer framework for long-term solutions. Their work involved researching best practices, advocating for policy changes, and planning practical initiatives to support those experiencing homelessness in Emporia.

Next Steps

1. Formalize Governance & Strategic Planning

- Establish a long-term **strategic plan** outlining measurable goals and timelines for addressing homelessness.
- Evaluate whether the board should remain a City-affiliated entity or transition into an independent coalition to allow for **greater flexibility** in advocacy and funding opportunities.
- Advocate for a **dedicated City staff member** focused on preventing homelessness to ensure ongoing support and coordination of efforts.

2. Enhance Data Collection & Policy Development

- **Refine unofficial PIT count methods** to capture a more accurate picture, including couch-surfers and individuals in temporary situations.
- Conduct a **needs assessment** to identify gaps in services and pinpoint the most effective interventions.
- **Develop a statement** affirming housing as a basic right and proposing **policy recommendations** to the City Commission.

3. Strengthen Community Partnerships & Outreach

- Expand collaborations with organizations like **Crosswinds, EPD, EKAN, and the Salvation Army** to streamline services and case management.
- Continue the partnership between **Joe Reed (Crosswinds) and Dominick Vortherms (EPD)** to enhance outreach and crisis intervention efforts.
- Work with local churches and nonprofits to help establish **emergency warming shelters** for winter months, specifically as it relates to zoning.

4. Pursue Funding & Infrastructure Development

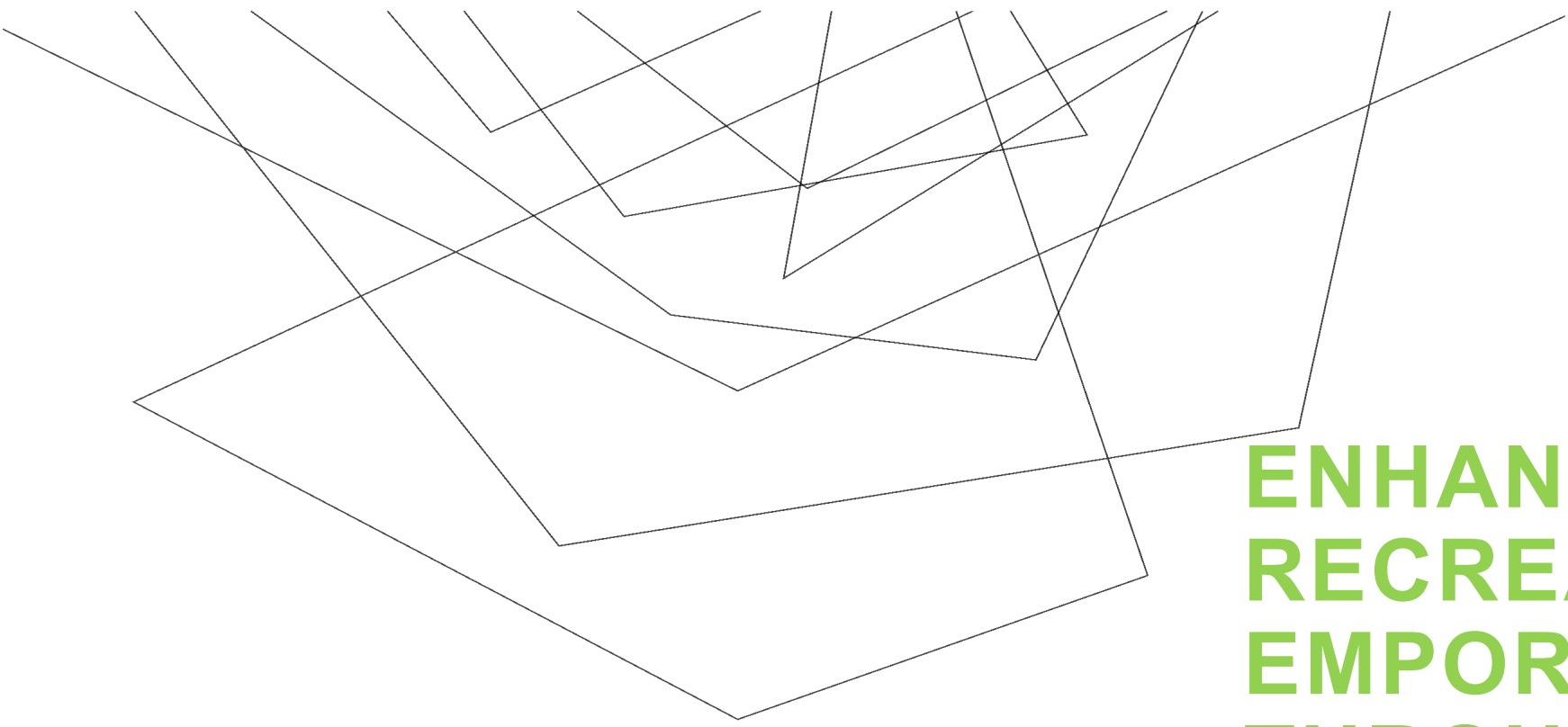
- Continue working with **United Way** to explore alternative grant opportunities.
- Identify potential **public-private partnerships** for a **service hub or shelter space**.
- Determine logistics for **locker storage solutions** for homeless individuals.

5. Community Education & Public Engagement

- Continue **public awareness campaigns** to reduce stigma and increase support for housing solutions (e.g., **KLC Journal feature, city presentations**).
- Organize a **summit for service providers** to align efforts and share best practices.
- Advocate for **legislative changes** at the state level regarding funding, housing, and shelter regulations.
- Increase opportunities for **community member training**/facilitate efforts that empower neighbors to give back.

6. Kansas Department of Commerce Rural Champions Grant

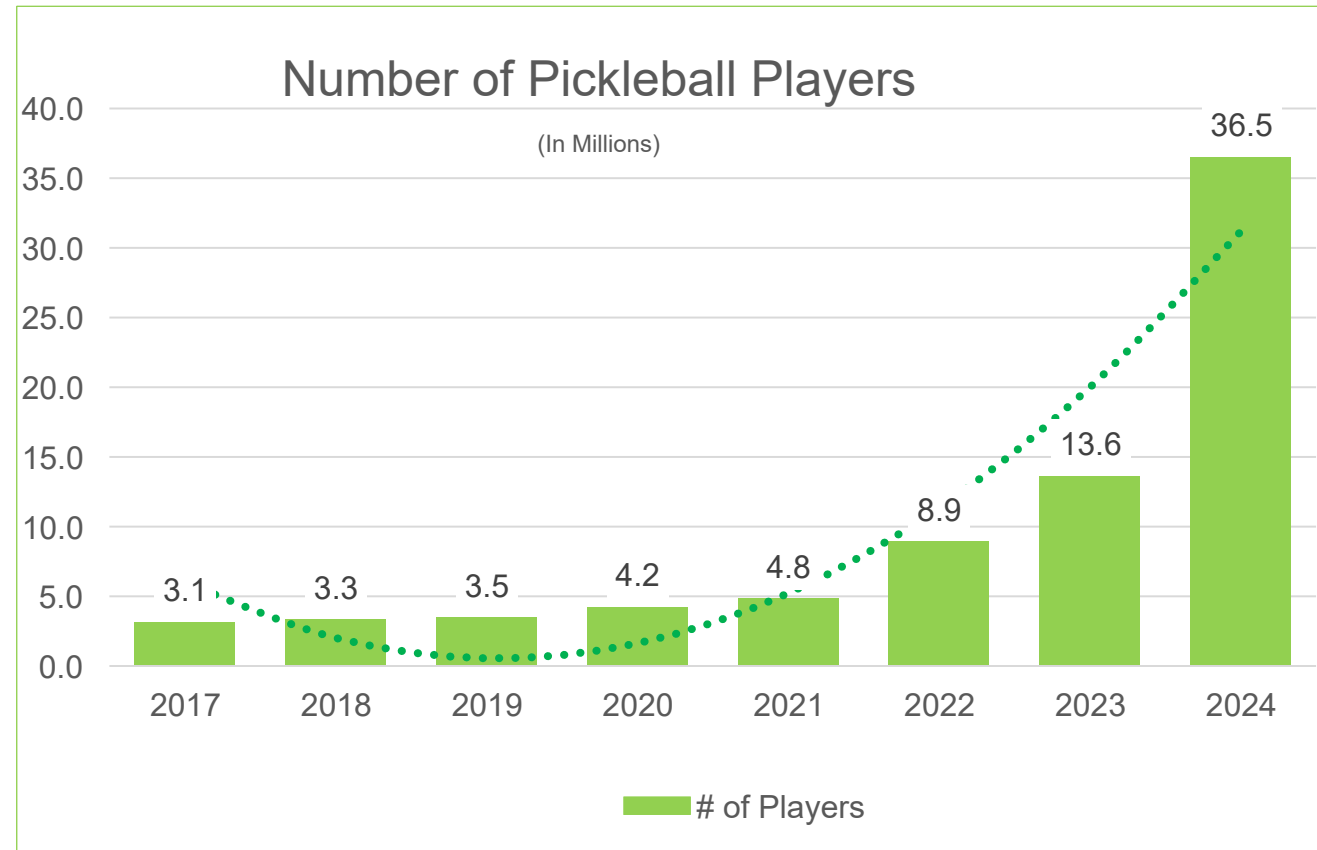
- Developing an implementation plan in partnership with the United Way of the Flint Hills for the \$25,000 Rural Champions Grant to include:
 - Purchase and installation of **lockers for homeless individuals** to store personal items securely.
 - Coordinated Homelessness **Service Events**
 - This implementation plan is in the very early stages and will **require further logistical conversations**. There is no penalty for changing the implementation plan if the proposal is deemed infeasible for any reason.

A series of thin, dark gray lines crisscrossing the upper left portion of the slide, creating an abstract, geometric pattern that resembles a stylized map or a network of paths.

ENHANCING RECREATION IN EMPORIA THROUGH PICKLEBALL

Pickleball Is Quickly Becoming America's Top Sport

- Pickleball Has Become The #3 Sport In The US, Only Behind Biking (51.4M) And Running (49.0M)
- The Rate Of Growth Over The Past Three Years Is An Astounding 223.5%
- As The City's Pickleball Club, We're Seeing Firsthand This Same Trend Playing Out In Emporia



Emporia Pickleball Club

- Founded in 2022, The Mission Of The Emporia Pickleball Club Is To ***Grow The Game Through Accessibility, Community And Engagement***
 - ✓ Raised \$60,000 In Private Funding To Augment The City's Investment To Build The Reeble Park Courts
 - ✓ Funded \$7,200 For On-Court Benches
 - ✓ Added Paddle Racks And Permanent Signage To Promote Fair And Orderly Play
 - ✓ Hosted Clinics To Introduce Pickleball To Residents In Emporia, Including The Girls & Boys Club
 - ✓ Hosted Our Marquee Event, The Battle Of The Paddles, Drawing Players From 29 Counties Outside Lyon County In 2024
 - ✓ Repaired And Maintained Nets & Windscreens At Our Cost
- Pickleball Was The #2 Desire For The Future Rec Center ... The Pickleball Club Wants To Be A Continuing Partner To Advance The Game In Emporia

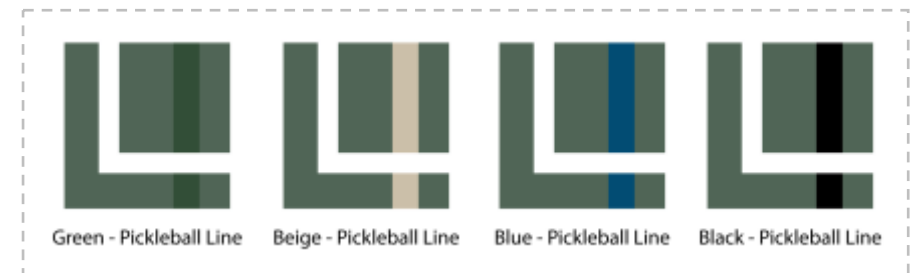
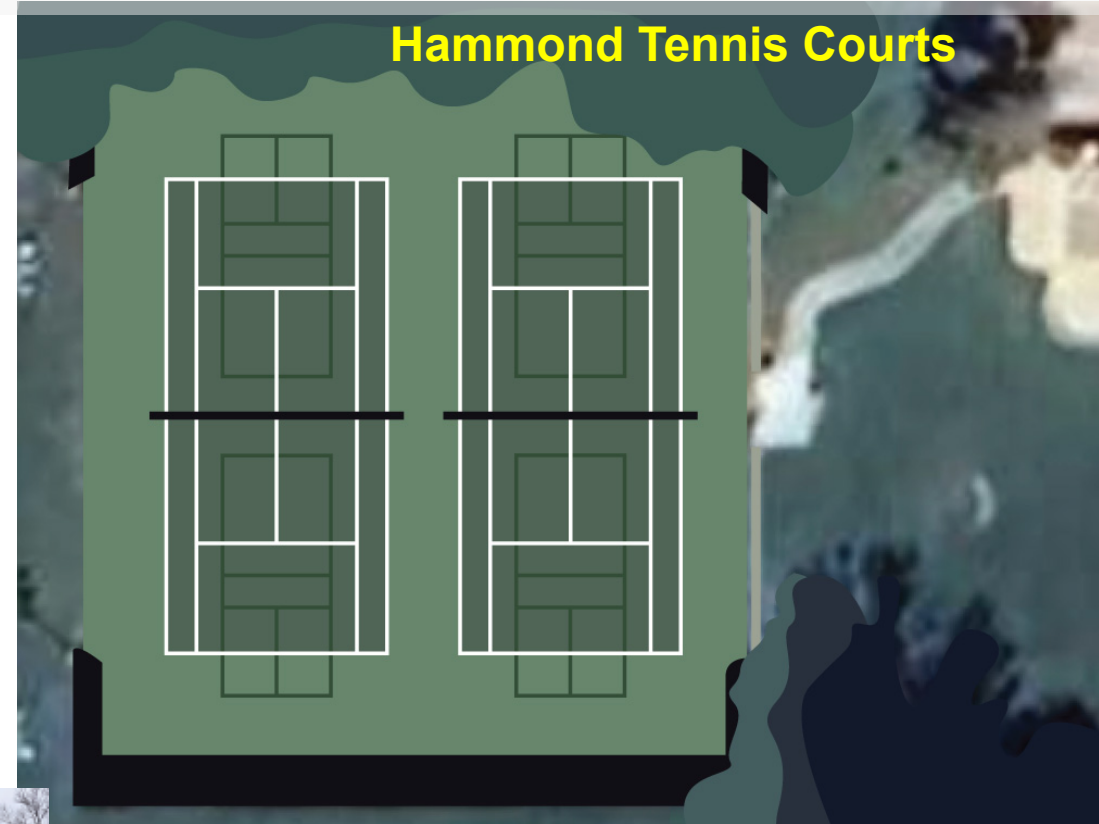
Recommended Action Plan To Grow The Game

Top Priorities

1. Expand The City's Outdoor Court Capacity As Participation And Usage Of Existing Courts Grows
2. Offer Clinics And Leagues To Increase Participation And Healthy Growth Of The Sport
3. Add Shade & Seating At Reeble Park

#1 Priority: Expanding Outdoor Court Capacity

- Tennis Play Is In A Steep Decline, Being Replaced By Pickleball, So Pickleball Lines Are Being Added To Tennis Courts Across The Country
- **At No Cost To The City**, EPC Will Fund And Paint Pickleball Court Lines On Hammond Courts ... Paint To Be Applied By A Professional Painter
- We confirmed **enthusiastic support** from the soccer and tennis communities for the upgrades as well as the ability to reserve the courts.
- This Will Increase Our Court Capacity By 67%, Expanding Our Total To 10 Courts ... And Will Expand The Utilization Of The Hammond Facility By Allowing Tennis, Pickleball And Soccer
- Adding Portable Nets Is desirable, but not required.



#2 Priority: Create Clinics & Leagues

- ***At No Cost To The City***, EPC Will Pay To Certify A Teaching Professional And Provide Equipment And Teaching Tools
- The Pro Will Organize & Manage The Skill Development Clinics
- The Pro Will Also Organize And Lead The League Play, Using The Scheduling App Of The City's Preference
- Interest Confirmed Among Existing Players, But We Will Target ESU, High School, Middle And Elementary Students To Reach New Demographic Groups
- We Would Like The Clinics And Leagues To Be Held On The Hammond Courts, if the courts are available.



#3 Priority: Add Permanent Shade To Reeble Park

- Hands Down, We Have The Best Courts In Kansas. But Unlike Other Venues, We Have No Shade Or Benches
- EPC Will Fund The Projected Cost Of \$5,000 To Purchase And Organize Experienced Volunteers To Erect Permanent Shade With Stan Grimwood Leading The Installation Team
- We Have Selected High Quality Structures That Can Withstand 100 MPH Winds And 35 Pounds Per Square Feet Of Snow
- If The City Has Funds To Add Seating, This Project Can Be Completed This Year. We Estimate This Cost At \$3,800. If The City Does Not Have The Funds, EPC Will Target This Project In Fiscal 2026



*Proposed
Location Is The
Southeast
Corner Of The
Courts*

Title: Kansas Gas Franchise Agreement

Agenda Date: March 19th, 2025

Presented By: Mark Detter, Deputy City Manager

Background:

The City Gas Franchise Agreement with Kansas Gas expires in 2025. Staff would like to renew the agreement prior to commencing 2026 budget preparations.

Discussion:

The City of Emporia gas franchise agreement with Kansas Gas Service is expiring in 20 years. The suggested term of the new agreement is 10 years with a five-year reopener clause. The current franchise rate is 5% on all gross receipts and transportation of gas within the City of Emporia. The suggested renewal rate is 5%. The franchise agreement governs how Gas will conduct business with the ROW of the City, including notifying the City when working in the right-of-way and responding to one-calls from the City in a timely manner.

The Evergy Electrical Franchise Agreement will be up for renewal in 2026. The terms of the gas franchise agreement will set a precedent for the renewal of the Electric Franchise Agreement. Terms should be similar unless a major capital improvement partnership is suggested between Evergy and City of Emporia.

Financial Considerations:

Gas franchise fees yielded \$474,000 in 2024, \$627,000 in 2023, and \$546,000 in 2022. Gas franchise fees were \$539,000 in 2008. The fees did not hit that mark again until 2023. Factoring inflation, the gas franchise fees have lessened in value since 2005, 10 of the 20 years during the 20-year term of the agreement. Gas bills are volatile due to fluctuations in temperatures, greater efficiency in updated heating sources, better-insulated homes, and market forces.

An increase from 5% to 6% would yield approximately \$100,000 per year.

Attachments:

Gas Franchise Agreement

Kansas Gas explanation of franchise fees.

ORDINANCE NO. _____

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

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

SECTION 1. DEFINITIONS.

For purposes of this Franchise Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Emporia, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a Division of ONE Gas, Inc.

“**Consumer**” shall mean any Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales Consumer or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Public Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits, and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power, and all other purposes.

“Effective Date” shall mean the date the Company files its written acceptance with the City following the final passage and approval of this Franchise Ordinance by the City, as set forth in Section 10 of this Franchise Ordinance.

“Entity” shall mean any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture, trust, and any form of business enterprise not specifically listed herein.

“Facility” or “Facilities” refers to the Company’s Distribution System or Distribution Facilities.

“Franchise” shall mean the grant of authority, set forth in Section 2 of this Franchise Ordinance, by the City to the Company for the Distribution of natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

“Franchise Fee” shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

“Franchise Ordinance” shall mean this Ordinance granting a natural gas Franchise to the Company.

“Gross Receipts” shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts, including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as Franchise Fee reimbursement, and returned check charges. Additionally, Gross Receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City, nor Volumetric Rate Fees collected by Company and remitted to City in accordance with Section 3 of this Franchise Ordinance.

“MCF” shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

“Public Improvements” means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

“Public Project” means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

“Public Way” or “Public Ways” shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places,

and other public areas, and general utility easements, dedicated to or acquired by the City. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

“Sales Consumer” shall mean, without limitation, any Entity that purchases natural gas within the corporate City limits from Company for delivery to such Consumer within the City through the Company’s Distribution System or Distribution Facilities.

“Transport Gas” shall mean all natural gas transported by Company pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, but not sold by the Company, through Company’s Distribution Facilities to any Transportation Consumer.

“Transportation Consumer” shall mean without limitation, any Entity that transports Transport Gas pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, within the City’s municipal corporate limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

SECTION 2. GRANT OF FRANCHISE.

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company (said Company operating a Distribution System in the State of Kansas), a non-exclusive Franchise for a period of ten (10) years from the Effective Date, to construct, maintain, extend and operate its Distribution Facilities along, across, upon, or under any Public Way; for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas, and/or comparable blends of combustible gasses, from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this Franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Franchise Ordinance. This Franchise Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Unless explicitly set forth herein, excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration, or

any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission.

SECTION 3. FRANCHISE FEE.

A. As further consideration for the granting of this Franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this Franchise, a Franchise Fee of: (i) five percent (5%) of the actual Gross Cash Receipts collected by the Company from the Distribution of natural gas to all Sales Consumers and Transportation Consumers within the corporate limits of the City, all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle following the Effective Date of this Franchise Ordinance. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 05-34, and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company for the natural gas commodity and transportation or distribution service and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid, or partially paid monthly bill to a customer, the Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City (but no more than once per quarter), the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fee paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001, K.S.A. 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance (presently in effect or hereafter adopted) for a permit to excavate in, or adjacent to, any Public Way shall be deemed a part of the compensation paid pursuant to this Franchise Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the

requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this Franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. Unless specifically provided herein, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first provided such information or form(s).

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas, or other pipelines, and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over, or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changing the grade of any street, or the location or manner of construction of any Public Way, the City deems it necessary to alter, change, adapt, or conform any portion of the Company's Facilities located in the Public Way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by the Company, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same

(whether by private right-of-way grant, utility easement, or otherwise), was acquired prior to the designation of the location as a Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate, or change its property to enable any other person, firm, corporation, or Entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm, corporation, or Entity desiring or occasioning such change for any and all loss, cost, or expense occasioned thereby. "Person," "Firm," "Corporation," and "Entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of the City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company and the City shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during, and for the design, of Public Improvements.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

SECTION 5. NOTICE OF WORK AND DUTY TO REPAIR.

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon, or under the Public Way, the Company shall submit to the City written plans detailing all such activities in the manner required by the City by Ordinance. In the event of an emergency, Company shall have the right to commence work without providing such plans, provided such plans are submitted within five business days of commencement of the work. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such Public Ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement within and/or adjacent to the work area and will report any existing damage or concerns. All earth, materials,

sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representative of the City, after completing such activity as is permitted under this Franchise Ordinance and without cost to the City.

SECTION 6. INDEMNITY AND HOLD HARMLESS.

The Company, its successors and assigns, in the construction, maintenance, and operation of its Facilities, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, hold, and save the City harmless from any and all claims, damage, judgements, and reasonable expense, including attorney fees, caused by the negligence of the Company, its successors and assigns, or their agents or servants. The Company or the City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in any Public Way.

SECTION 7. RULES AND REGULATIONS.

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

SECTION 8. REVOCATION AND TERMINATION.

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to forfeiture of all rights, privileges, and Franchise granted herein, and all such rights, privileges, and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such

that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

SECTION 9. RESERVATION OF RIGHTS.

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 10, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 10. ACCEPTANCE OF TERMS.

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this Franchise, and the same shall

supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

SECTION 11. REOPENER PROVISION.

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance, and once every (5) five years thereafter, to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

SECTION 12. NOTICE OF ANNEXATION.

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the City detailing the annexed area.

SECTION 13. RELEVANT LAW.

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms

hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

SECTION 14. TRANSFER AND ASSIGNMENT.

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease, or transfer shall be in writing:
- (2) The prospective assignee, buyer, lessee, or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Franchise Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

SECTION 15. POINT OF CONTACT AND NOTICES.

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City's designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

The City:

The City of Emporia
Attn: City Clerk
Kerry Sull
Emporia, Kansas 66801

Phone: 620-342-5105

Fax: [REDACTED]

Email: ksull@emporiaks.gov

Company:

Kansas Gas Service, a Div. of ONE Gas, Inc.

Attn: Legal Department

7421 W. 129th Street

Overland Park, KS 66213-2713

Phone: (913) 319-8619

Fax: N/A

Email: kgsfranchises@onegas.com

Emergency Contact Information:

Emergency Designee:

Emergency Contact No.:

Natural Gas Emergency No: 888-492-4950

Contact Email: KGSDispatchOverlandPark@onegas.com

Emergency Email:

(or to replacement addresses that may be later designated in writing).

SECTION 16. AGREEMENT TO RENEGOTIATE.

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission's ruling.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 20__.

CITY OF EMPORIA, KANSAS

[seal]

_____, Mayor

ATTEST:

_____, City Clerk

Franchise Fees

An Opportunity to Diversify Your Revenue Sources

Franchise fees are established through a Franchise Agreement and vary from city to city. The fee typically ranges from 1-6% and the term is usually for 20 years. The fee is applied to the customer's monthly utility bill.

What Is a Franchise Fee?

- » A franchise fee is a city-determined fee charged to natural gas customers for the utility's use of public right-of-way (sometimes referred to as "public ways").
- » Kansas Gas Service collects this fee from residents during the billing process and passes it directly to the city; we do not keep any portion of the fee.
- » The amount collected for the fee is based on natural gas usage of and/or delivery to the customer.
- » The city's franchise fee does not impact Kansas Gas Service's other rates and charges; our rates are set by the Kansas Corporation Commission (KCC).

How Is a Franchise Fee Billed?

Cities choose which customers to collect franchise fees from – sales, transportation or both customer types. The goal is to give the City the opportunity and choice to collect franchise fees on all types of customers and consider the financial impact on their communities.

There are different terms for the customers we bill.

» Sales Customer

This customer is charged for the sale and delivery of natural gas — for example, most residences and small businesses. The franchise rate is applied to the total consumption of natural gas.

» Transportation Customer

This customer purchases their natural gas from a third-party marketer and Kansas Gas Service delivers it to the customer via our pipeline system. Therefore, the franchise fee is only applied to the delivery of the natural gas.



To learn more about how we can help your city, please contact:

Katie Bowers
785-789-9588

Community Relations Manager
katie.bowers@onegas.com



Gas Franchise Renewal

March 19th, 2025

New Agreement vs. Old Agreement

Conditions	New Agreement	Old Agreement
Term of Agreement		10 years
Gross Cash Receipts	5%	
Percentage Transmission	5%-no change	
Reopener Increments		5 years

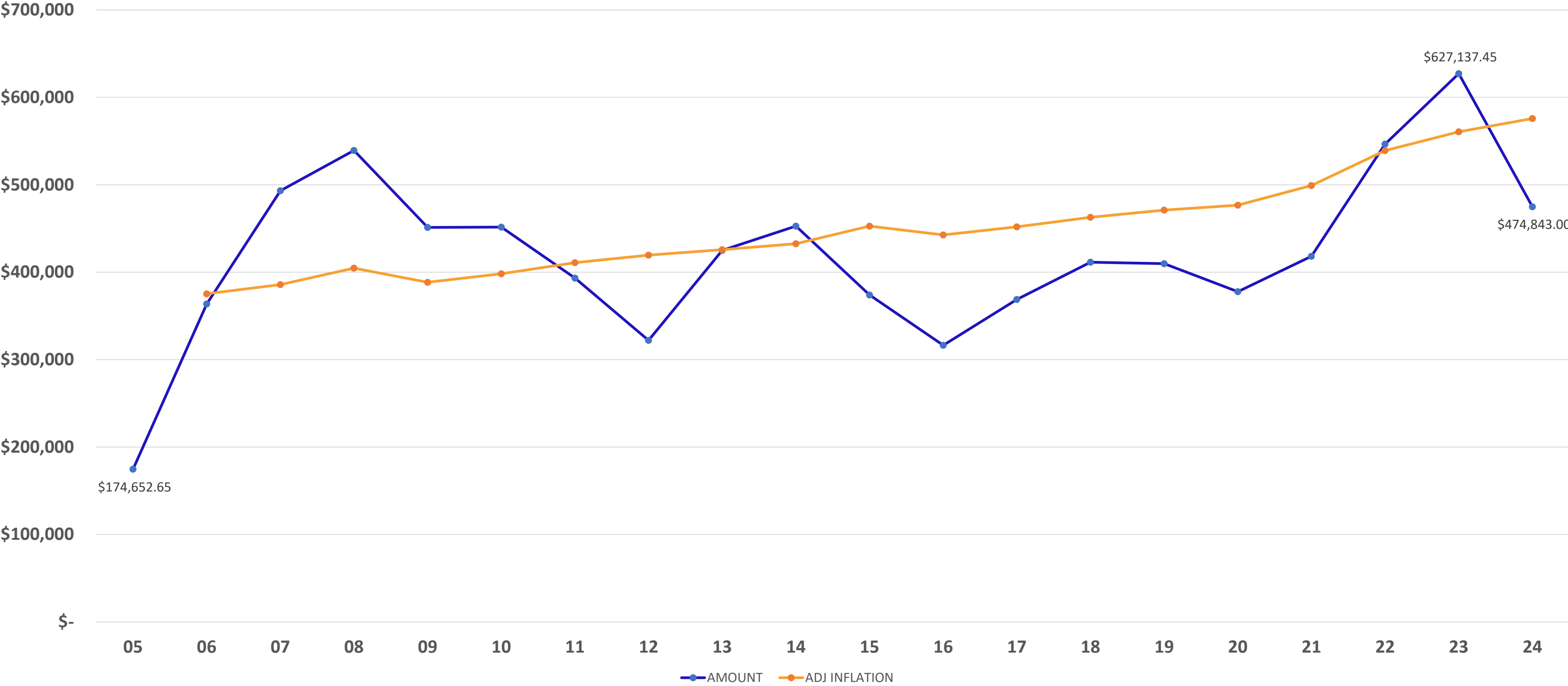
FRANCHISE AGREEMENT CONSIDERATIONS

- Shorter term requires examining agreement more frequently.
- Franchise Fees pay for maintaining City R.o.Ws, which utilities are located upon.
- Franchise agreements are opportunity costs. City had the ability to provide natural gas but opted to allow privatization of gas service.

Other Municipality Gas Rates And Terms Of Agreement

City	Rate	Term of Agreement
PITTSBURG	5% Gross Cash Receipts 1% Transmission	10 Years
HUTCHINSON	5% Gross Cash Receipts	20 Years
HAYS	5% Gross Cash Receipts 3% Transmission	20 Years
MULVANE	5% Gross Cash Receipts 5% Transmission Volumetric Measure	Subject To Renegotiation
ANDOVER	6% Gross Cash Receipts	10 Years
DERBY	6% Gross Cash Receipts	10 Years
EMPORIA (Current)	5% Gross Cash Receipts 5% Transmission	20 Years-5- year increments for reopener
EMPORIA (Proposed)	5% Gross Cash Receipts 5% Transmission	10 Years-5-year reopener

Emporia Gas Franchise Fees



Title: SE Transmission Line Project

Agenda Date: March 19, 2025

Presented By: Mark Detter, Deputy City Manager, Dean Grant, Public Works Director, Jim Ubert, City Engineer, and Bruce Boettcher, BG Consultants.

Background:

The City has made approximately \$15 million in water line improvements over the last 3-4 years. The SE Transmission Line Project began preliminary engineering in 2021. The scope of the project has changed over the last four years, and prices have increased post-COVID.

Discussion:

Staff will detail the following.

Purpose of Project

Scope of project and change in scope

Pricing increases over 4 years

Uniqueness of project approach

Review of bids

Timeline for project if bids approved April 2nd

The upside and downside of waiting and rebidding project.

Choices-Accept bids, reject Bids and wait, or alter the scope of project.

Financial Considerations:

The projected debt payment for the project in 2021 was \$1.1 million for 20 years. The new projected cost is \$1.550 million for twenty years. The debt service is based on total debt payments for previous projects (approximately \$3.5 million in cost) and the debt payments for Peyton Street, 24th Avenue, Prairie Street, and SE Transmission Line Projects.

Attachments:

Contractor Recommendation

Bid Tabulation

Bid Tabulation Nowak/EOPC Comparison

March 11, 2025

Emporia, KS
522 Mechanic St.
Emporia, KS 66801

RE: SE Transmission Waterline Improvements
BG #23-1236
City Emporia #WM2303

Dear Mayor and City Commissioner:

On March 11, 2025, at 2:00 p.m., two (2) bids and an Engineer's Opinion of Probable Cost (EOPC) were received and read publicly for the above referenced project. All bids submitted contained the signed addendums and bid bond. A summary bid table is shown below, for quick reference, in ascending order based on the base bid. Detailed bid tabulations are attached.

Bidder	BASE BID
Nowak Construction Co., Inc	\$9,469,049.00
EOPC	\$9,763,575.00
Carlson Utility LLC	\$11,306,025.00

Per the bidding documents, the unit price governs and the bids were recalculated. There were no errors in the calculations submitted.

After review of all the bids, the lowest responsible bidder is identified as Nowak Construction Co., Inc out of Goddard, KS. BG Consultants, Inc. and the City has had past project experience with Nowak Construction Co., Inc and we believe they are qualified to perform the work. BG Consultants, Inc. recommends the City consider awarding the contract to Nowak Construction Co., Inc contingent upon KDHE concurrence for the Base Bid for the sum of \$9,469,049.00. This recommendation is based upon our opinion of the identification of the lowest responsible bidder for the project.

Commissioner Action Items for Consideration

1. Award the contract to Nowak Construction Co., Inc contingent upon KDHE concurrence for the Base Bid for the sum of \$9,469,049.00.
2. Authorize Mayor and City Attorney to process all Contract Documents and proceed with construction.



BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS

As always, our staff will be available for questions pertaining to this project or recommendation.

Sincerely,

Bruce Boettcher, P.E.
Vice President

Attachments

1. Bid Tabulation

Emporia, Kansas
SE Transmission Main Waterline Improvements
Bid Tabulation
23-1236E
11-Mar-25

Item No.	Description	Quantity	Units	EOPC		Nowak		Carlson	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	Lump Sum		\$700,000.00	\$700,000.00	\$114,125.00	\$114,125.00	\$160,000.00	\$160,000.00
2	Construction Staking	Lump Sum		\$55,000.00	\$55,000.00	\$55,300.00	\$55,300.00	\$42,000.00	\$42,000.00
3	Traffic Control	Lump Sum		\$250,000.00	\$250,000.00	\$149,200.00	\$149,200.00	\$84,000.00	\$84,000.00
4	Temporary Erosion Control	Lump Sum		\$50,000.00	\$50,000.00	\$36,500.00	\$36,500.00	\$30,000.00	\$30,000.00
5	Clearing and Grubbing	Lump Sum		\$40,000.00	\$40,000.00	\$50,200.00	\$50,200.00	\$17,000.00	\$17,000.00
6	Seeding, Fertilizing, and Mulching	Lump Sum		\$50,000.00	\$50,000.00	\$50,200.00	\$50,200.00	\$48,000.00	\$48,000.00
7	Railroad Flagging	Lump Sum		\$20,000.00	\$20,000.00	\$47,200.00	\$47,200.00	\$40,000.00	\$40,000.00
8	30" Steel Casing (Jack & Bore)	470	L.F.	\$700.00	\$329,000.00	\$888.00	\$417,360.00	\$1,565.00	\$735,550.00
9	30" Steel Casing (In Place)	260	L.F.	\$450.00	\$117,000.00	\$433.00	\$112,580.00	\$550.00	\$143,000.00
10	20" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	1,260.00	L.F.	\$350.00	\$441,000.00	\$300.00	\$378,000.00	\$390.00	\$491,400.00
11	20" Waterline PVC C-900 DR18 (RJ) (Carrier Pipe) (Install Only)	730.00	L.F.	\$110.00	\$80,300.00	\$108.00	\$78,840.00	\$150.00	\$109,500.00
12	20" Waterline PVC C-900 DR18 (Install Only)	13,724.00	L.F.	\$145.00	\$1,989,980.00	\$176.00	\$2,415,424.00	\$250.00	\$3,431,000.00
13	16" Waterline PVC C-900 DR18 (Install Only)	49	L.F.	\$145.00	\$7,105.00	\$183.00	\$8,967.00	\$350.00	\$17,150.00
14	12" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	80	L.F.	\$200.00	\$16,000.00	\$147.00	\$11,760.00	\$300.00	\$24,000.00
15	12" Waterline PVC C-900 DR18 (Install Only)	801	L.F.	\$120.00	\$96,120.00	\$149.00	\$119,349.00	\$150.00	\$120,150.00
16	10" Waterline PVC C-900 DR18 (Install Only)	962	L.F.	\$110.00	\$105,820.00	\$129.00	\$124,098.00	\$140.00	\$134,680.00
17	8" Waterline PVC C-900 DR18 (Install Only)	1,642	L.F.	\$110.00	\$180,620.00	\$88.00	\$144,496.00	\$125.00	\$205,250.00
18	6" Waterline PVC C-900 DR18 (Install Only)	225	L.F.	\$110.00	\$24,750.00	\$78.00	\$17,550.00	\$140.00	\$31,500.00
19	6" Waterline DIP (Install Only)	225	L.F.	\$140.00	\$31,500.00	\$78.00	\$17,550.00	\$190.00	\$42,750.00
20	4" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	1,879	L.F.	\$90.00	\$169,110.00	\$72.00	\$135,288.00	\$100.00	\$187,900.00
21	4" Waterline PVC C-900 DR18 (Install Only)	2,440	L.F.	\$90.00	\$219,600.00	\$78.00	\$190,320.00	\$85.00	\$207,400.00
22	20" Butterfly Valve (Install Only)	15	Each	\$5,500.00	\$82,500.00	\$2,450.00	\$36,750.00	\$3,000.00	\$45,000.00
23	16" Butterfly Valve (Install Only)	1	Each	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
24	12" Butterfly Valve (Install Only)	15	Each	\$3,350.00	\$50,250.00	\$1,700.00	\$25,500.00	\$2,200.00	\$33,000.00
25	10" Gate Valve (Install Only)	4	Each	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00
26	8" Gate Valve (Install Only)	31	Each	\$2,000.00	\$62,000.00	\$1,350.00	\$41,850.00	\$1,800.00	\$55,800.00
27	6" Gate Valve (Install Only)	20	Each	\$1,500.00	\$30,000.00	\$1,150.00	\$23,000.00	\$1,500.00	\$30,000.00
28	4" Gate Valve (Install Only)	12	Each	\$1,400.00	\$16,800.00	\$814.00	\$9,768.00	\$1,200.00	\$14,400.00

Emporia, Kansas
SE Transmission Main Waterline Improvements
Bid Tabulation
23-1236E
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Item No.	Description	Quantity	Units	EOPC		Nowak		Carlson	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	Air Release Assembly (Complete) (Install Only)	6	Each	\$5,000.00	\$30,000.00	\$2,000.00	\$12,000.00	\$4,500.00	\$27,000.00
30	Air Release Assembly Vault and Hatch	6	Each	\$10,000.00	\$60,000.00	\$6,000.00	\$36,000.00	\$9,500.00	\$57,000.00
31	5 1/4" Fire Hydrant Setting (4.5' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$1,950.00	\$3,900.00	\$2,500.00	\$5,000.00
32	5 1/4" Fire Hydrant Setting (5' Bury) (Install Only)	11	Each	\$2,000.00	\$22,000.00	\$1,950.00	\$21,450.00	\$2,500.00	\$27,500.00
33	5 1/4" Fire Hydrant Setting (5.5' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$2,450.00	\$4,900.00	\$2,500.00	\$5,000.00
34	5 1/4" Fire Hydrant Setting (6' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$2,450.00	\$4,900.00	\$3,000.00	\$6,000.00
35	5 1/4" Fire Hydrant Setting (6.5' Bury) (Install Only)	3	Each	\$2,000.00	\$6,000.00	\$2,450.00	\$7,350.00	\$3,000.00	\$9,000.00
36	1" HDPE Service Line (CTS) (In Place) (Install Only)	6,861	L.F.	\$40.00	\$274,440.00	\$41.00	\$281,301.00	\$55.00	\$377,355.00
37	1" HDPE Service Line (CTS) (Directional Bore) (Install Only)	5,234	L.F.	\$50.00	\$261,700.00	\$41.00	\$214,594.00	\$75.00	\$392,550.00
38	5/8" Service Assembly (Install Only)	223	Each	\$600.00	\$133,800.00	\$1,300.00	\$289,900.00	\$1,100.00	\$245,300.00
39	Concrete Encased Sanitary Sewer	556	L.F.	\$200.00	\$111,200.00	\$240.00	\$133,440.00	\$200.00	\$111,200.00
40	Remove & Replace Surfacing (Concrete Pavement 10")	5,926	S.Y.	\$160.00	\$948,160.00	\$179.00	\$1,060,754.00	\$170.00	\$1,007,420.00
41	Remove & Replace Surfacing (Concrete Pavement 6")	4,821	S.Y.	\$130.00	\$626,730.00	\$135.00	\$650,835.00	\$145.00	\$699,045.00
42	Remove and Replace Surfacing (Concrete Sidewalk 4")	80	S.Y.	\$115.00	\$9,200.00	\$146.00	\$11,680.00	\$120.00	\$9,600.00
43	Remove and Replace Surfacing (Sidewalk Ramp)	7	Each	\$2,700.00	\$18,900.00	\$1,800.00	\$12,600.00	\$2,700.00	\$18,900.00
44	Remove and Replace Surfacing (Curb and Gutter)	421	L.F.	\$105.00	\$44,205.00	\$96.00	\$40,416.00	\$85.00	\$35,785.00
45	Remove and Replace Surfacing (Gravel)	78	S.Y.	\$30.00	\$2,340.00	\$24.00	\$1,872.00	\$70.00	\$5,460.00
46	Connection to Existing Waterline	54	Each	\$5,000.00	\$270,000.00	\$8,250.00	\$445,500.00	\$10,500.00	\$567,000.00
47	Flowable Fill	10,771	C.Y.	\$145.00	\$1,561,795.00	\$120.00	\$1,292,520.00	\$100.00	\$1,077,100.00
48	8" Sanitary Sewer (PVC)(In Place)	498	L.F.	\$130.00	\$64,740.00	\$103.00	\$51,294.00	\$125.00	\$62,250.00
49	Standard Depth Manhole (4' Dia.)	1	Each	\$7,000.00	\$7,000.00	\$6,050.00	\$6,050.00	\$6,500.00	\$6,500.00
50	Shallow Depth Manhole (4' Dia.)	2	Each	\$7,000.00	\$14,000.00	\$6,050.00	\$12,100.00	\$5,500.00	\$11,000.00
51	4" Sanitary Sewer Service Line	298	L.F.	\$45.00	\$13,410.00	\$66.00	\$19,668.00	\$60.00	\$17,880.00
52	Connect to Existing Sanitary Sewer Main	4	Each	\$1,500.00	\$6,000.00	\$2,450.00	\$9,800.00	\$3,500.00	\$14,000.00
53	CCTV Sanitary Sewer	Lump Sum		\$15,000.00	\$15,000.00	\$4,550.00	\$4,550.00	\$7,500.00	\$7,500.00
54	Service Tap Connection	15	Each	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$850.00	\$12,750.00
Total					\$9,763,575.00		\$9,469,049.00		\$11,306,025.00

Emporia, Kansas
SE Transmission Main Waterline Improvements
Bid Tabulation
23-1236E
11-Mar-25

Item No. Description		Quantity	Units	EOPC		Nowak		% Difference from EOPC
				Unit Price	Total Price	Unit Price	Total Price	
1	Mobilization	Lump Sum		\$ 700,000.00	\$ 700,000.00	\$ 114,125.00	\$ 114,125.00	16%
2	Construction Staking	Lump Sum		\$ 55,000.00	\$ 55,000.00	\$ 55,300.00	\$ 55,300.00	101%
3	Traffic Control	Lump Sum		\$ 250,000.00	\$ 250,000.00	\$ 149,200.00	\$ 149,200.00	60%
4	Temporary Erosion Control	Lump Sum		\$ 50,000.00	\$ 50,000.00	\$ 36,500.00	\$ 36,500.00	73%
5	Clearing and Grubbing	Lump Sum		\$ 40,000.00	\$ 40,000.00	\$ 50,200.00	\$ 50,200.00	126%
6	Seeding, Fertilizing, and Mulching	Lump Sum		\$ 50,000.00	\$ 50,000.00	\$ 50,200.00	\$ 50,200.00	100%
7	Railroad Flagging	Lump Sum		\$ 20,000.00	\$ 20,000.00	\$ 47,200.00	\$ 47,200.00	236%
8	30" Steel Casing (Jack & Bore)	470	L.F.	\$ 700.00	\$ 329,000.00	\$ 888.00	\$ 417,360.00	127%
9	30" Steel Casing (In Place)	260	L.F.	\$ 450.00	\$ 117,000.00	\$ 433.00	\$ 112,580.00	96%
10	20" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	1,260.00	L.F.	\$ 350.00	\$ 441,000.00	\$ 300.00	\$ 378,000.00	86%
11	20" Waterline PVC C-900 DR18 (RJ) (Carrier Pipe) (Install Only)	730.00	L.F.	\$ 110.00	\$ 80,300.00	\$ 108.00	\$ 78,840.00	98%
12	20" Waterline PVC C-900 DR18 (Install Only)	13,724.00	L.F.	\$ 145.00	\$ 1,989,980.00	\$ 176.00	\$ 2,415,424.00	121%
13	16" Waterline PVC C-900 DR18 (Install Only)	49	L.F.	\$ 145.00	\$ 7,105.00	\$ 183.00	\$ 8,967.00	126%
14	12" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	80	L.F.	\$ 200.00	\$ 16,000.00	\$ 147.00	\$ 11,760.00	74%
15	12" Waterline PVC C-900 DR18 (Install Only)	801	L.F.	\$ 120.00	\$ 96,120.00	\$ 149.00	\$ 119,349.00	124%
16	10" Waterline PVC C-900 DR18 (Install Only)	962	L.F.	\$ 110.00	\$ 105,820.00	\$ 129.00	\$ 124,098.00	117%
17	8" Waterline PVC C-900 DR18 (Install Only)	1,642	L.F.	\$ 110.00	\$ 180,620.00	\$ 88.00	\$ 144,496.00	80%
18	6" Waterline PVC C-900 DR18 (Install Only)	225	L.F.	\$ 110.00	\$ 24,750.00	\$ 78.00	\$ 17,550.00	71%
19	6" Waterline DIP (Install Only)	225	L.F.	\$ 140.00	\$ 31,500.00	\$ 78.00	\$ 17,550.00	56%
20	4" Waterline PVC C-900 DR18 (RJ) (Bore) (Install Only)	1,879	L.F.	\$ 90.00	\$ 169,110.00	\$ 72.00	\$ 135,288.00	80%
21	4" Waterline PVC C-900 DR18 (Install Only)	2,440	L.F.	\$ 90.00	\$ 219,600.00	\$ 78.00	\$ 190,320.00	87%
22	20" Butterfly Valve (Install Only)	15	Each	\$ 5,500.00	\$ 82,500.00	\$ 2,450.00	\$ 36,750.00	45%
23	16" Butterfly Valve (Install Only)	1	Each	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	50%
24	12" Butterfly Valve (Install Only)	15	Each	\$ 3,350.00	\$ 50,250.00	\$ 1,700.00	\$ 25,500.00	51%
25	10" Gate Valve (Install Only)	4	Each	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	40%
26	8" Gate Valve (Install Only)	31	Each	\$ 2,000.00	\$ 62,000.00	\$ 1,350.00	\$ 41,850.00	68%
27	6" Gate Valve (Install Only)	20	Each	\$ 1,500.00	\$ 30,000.00	\$ 1,150.00	\$ 23,000.00	77%
28	4" Gate Valve (Install Only)	12	Each	\$ 1,400.00	\$ 16,800.00	\$ 814.00	\$ 9,768.00	58%

Emporia, Kansas
SE Transmission Main Waterline Improvements
Bid Tabulation
23-1236E
11-Mar-25

Item No. Description		Quantity	Units	EOPC		Nowak		% Difference from EOPC
				Unit Price	Total Price	Unit Price	Total Price	
29	Air Release Assembly (Complete) (Install Only)	6	Each	\$5,000.00	\$30,000.00	\$2,000.00	\$12,000.00	40%
30	Air Release Assembly Vault and Hatch	6	Each	\$10,000.00	\$60,000.00	\$6,000.00	\$36,000.00	60%
31	5 1/4" Fire Hydrant Setting (4.5' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$1,950.00	\$3,900.00	98%
32	5 1/4" Fire Hydrant Setting (5' Bury) (Install Only)	11	Each	\$2,000.00	\$22,000.00	\$1,950.00	\$21,450.00	98%
33	5 1/4" Fire Hydrant Setting (5.5' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$2,450.00	\$4,900.00	123%
34	5 1/4" Fire Hydrant Setting (6' Bury) (Install Only)	2	Each	\$2,000.00	\$4,000.00	\$2,450.00	\$4,900.00	123%
35	5 1/4" Fire Hydrant Setting (6.5' Bury) (Install Only)	3	Each	\$2,000.00	\$6,000.00	\$2,450.00	\$7,350.00	123%
36	1" HDPE Service Line (CTS) (In Place) (Install Only)	6,861	L.F.	\$40.00	\$274,440.00	\$41.00	\$281,301.00	103%
37	1" HDPE Service Line (CTS) (Directional Bore) (Install Only)	5,234	L.F.	\$50.00	\$261,700.00	\$41.00	\$214,594.00	82%
38	5/8" Service Assembly (Install Only)	223	Each	\$600.00	\$133,800.00	\$1,300.00	\$289,900.00	217%
39	Concrete Encased Sanitary Sewer	556	L.F.	\$200.00	\$111,200.00	\$240.00	\$133,440.00	120%
40	Remove & Replace Surfacing (Concrete Pavement 10")	5,926	S.Y.	\$160.00	\$948,160.00	\$179.00	\$1,060,754.00	112%
41	Remove & Replace Surfacing (Concrete Pavement 6")	4,821	S.Y.	\$130.00	\$626,730.00	\$135.00	\$650,835.00	104%
42	Remove and Replace Surfacing (Concrete Sidewalk 4")	80	S.Y.	\$115.00	\$9,200.00	\$146.00	\$11,680.00	127%
43	Remove and Replace Surfacing (Sidewalk Ramp)	7	Each	\$2,700.00	\$18,900.00	\$1,800.00	\$12,600.00	67%
44	Remove and Replace Surfacing (Curb and Gutter)	421	L.F.	\$105.00	\$44,205.00	\$96.00	\$40,416.00	91%
45	Remove and Replace Surfacing (Gravel)	78	S.Y.	\$30.00	\$2,340.00	\$24.00	\$1,872.00	80%
46	Connection to Existing Waterline	54	Each	\$5,000.00	\$270,000.00	\$8,250.00	\$445,500.00	165%
47	Flowable Fill	10,771	C.Y.	\$145.00	\$1,561,795.00	\$120.00	\$1,292,520.00	83%
48	8" Sanitary Sewer (PVC)(In Place)	498	L.F.	\$130.00	\$64,740.00	\$103.00	\$51,294.00	79%
49	Standard Depth Manhole (4' Dia.)	1	Each	\$7,000.00	\$7,000.00	\$6,050.00	\$6,050.00	86%
50	Shallow Depth Manhole (4' Dia.)	2	Each	\$7,000.00	\$14,000.00	\$6,050.00	\$12,100.00	86%
51	4" Sanitary Sewer Service Line	298	L.F.	\$45.00	\$13,410.00	\$66.00	\$19,668.00	147%
52	Connect to Existing Sanitary Sewer Main	4	Each	\$1,500.00	\$6,000.00	\$2,450.00	\$9,800.00	163%
53	CCTV Sanitary Sewer	Lump Sum		\$15,000.00	\$15,000.00	\$4,550.00	\$4,550.00	30%
54	Service Tap Connection	15	Each	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	100%
Total					\$9,763,575.00		\$9,469,049.00	