

CITY COMMISSION MEETING

April 28, 2021 at 9:30 AM

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

Agenda

Pre-Luncheon Items

- ▶ Electric Scooters
- ▶ Woodco IRB
- ▶ Discuss Agreement for JAC with ERC
- ▶ Discuss New Electronic Sign for the Emporia Public Library
- ▶ Brownstone Second Addition Subdivision Minor Plat
- ▶ Continued Discussion Water Tap Fees.

Post-Luncheon Items



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

Memo

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COMMISSION

FROM: Lane Massey, Assistant City Manager

DATE: 4-21-21

RE: BIRD - Electric Scooters

The City has been contacted by BIRD about placing electric their scooters in Emporia. The company has indicated they are starting to target smaller cities throughout the nation. Currently they have operations in the following Kansas cities: Wichita, Topeka, Pittsburg and recently launched in Hays and Great Bend. Attached is information about the scooters and company. Mike Butler from BIRD is planning to attend via Zoom to go over his request.

Action Required:

Receive information and discuss request.

Respectfully,

Lane Massey
Assistant City Manager



Hello, Emporia

2021





What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile challenge by connecting more residents to transit options.



Reduce congestion and over-reliance on single occupancy car trips



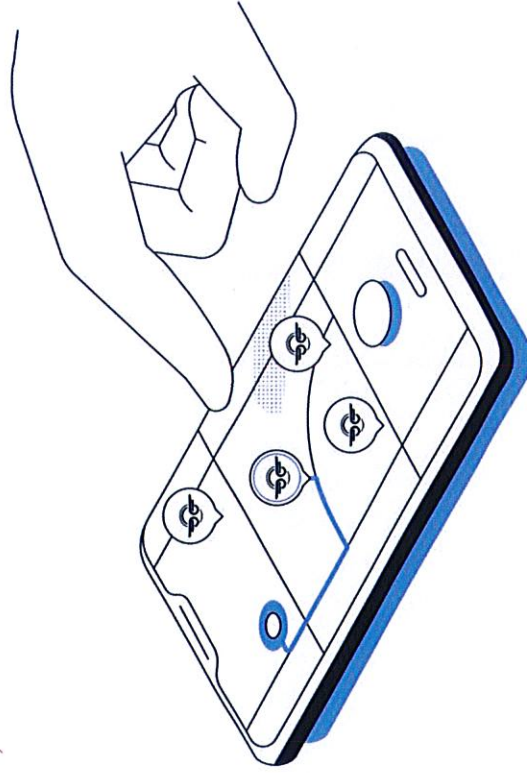
Improve air quality and reduce Greenhouse Gas emissions



Improve the overall quality of life in cities

How it works

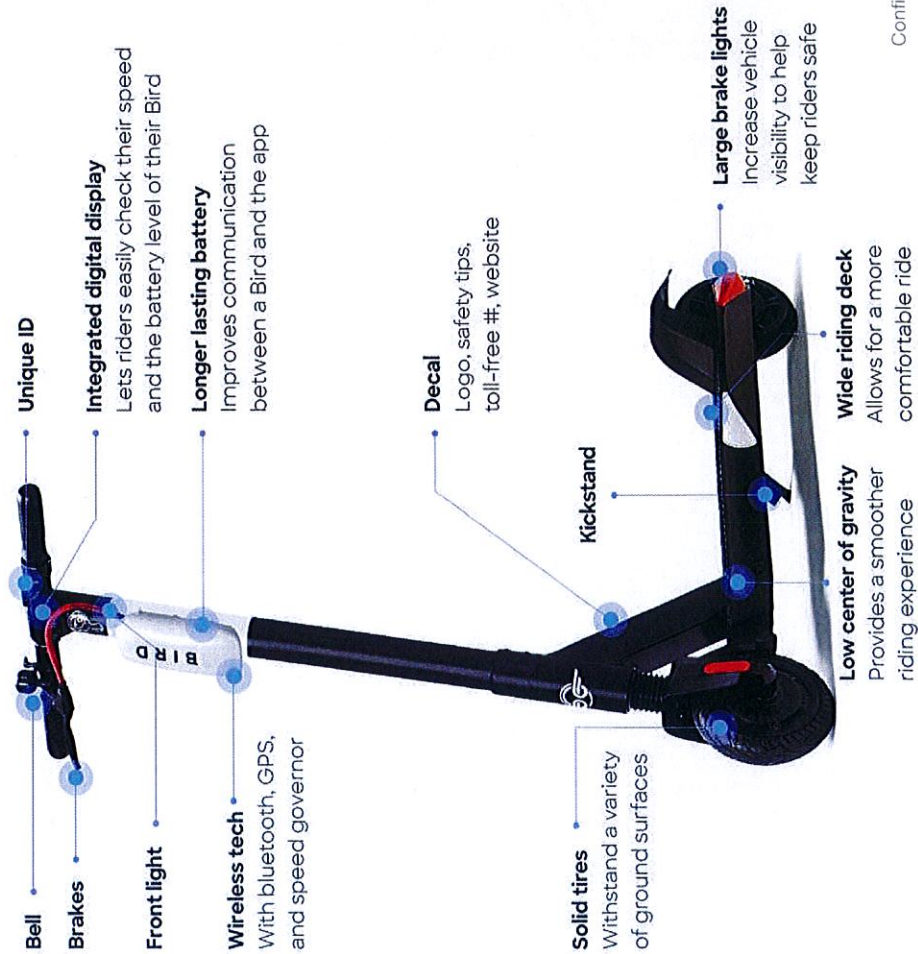
Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.



- 1 FIND BIRDS ON THE MAP
- 2 SCAN QR TO BEGIN RIDE
- 3 WATCH SAFETY TUTORIAL
- 4 ENJOY THE RIDE!

Bird Scooter

BirdZero	
Braking	Drum Brake + Regenerative Brake
Lights	Front/Rear LEDs
Weight	44.66 lbs.



UNIQUE ID



SAFETY DECAL

Ride Safely

Helmet Required
License Required
No Riding on Sidewalks
No Double Riding
18+ Years Old
HELLO@BIRD.CO
1-866-205-2442



Transportation Benefits

- ✓ **No cost** micromobility solution for the city
- ✓ Provide a sustainable, open-air transportation option
- ✓ Reduce congestion & carbon emissions
- ✓ Supplement bus and transit trips
- ✓ Alternative parking solution
- ✓ Provide increased access to businesses throughout the city
- ✓ Establish a multimodal transportation network



Localized Operations

We work with a **local entrepreneur** from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

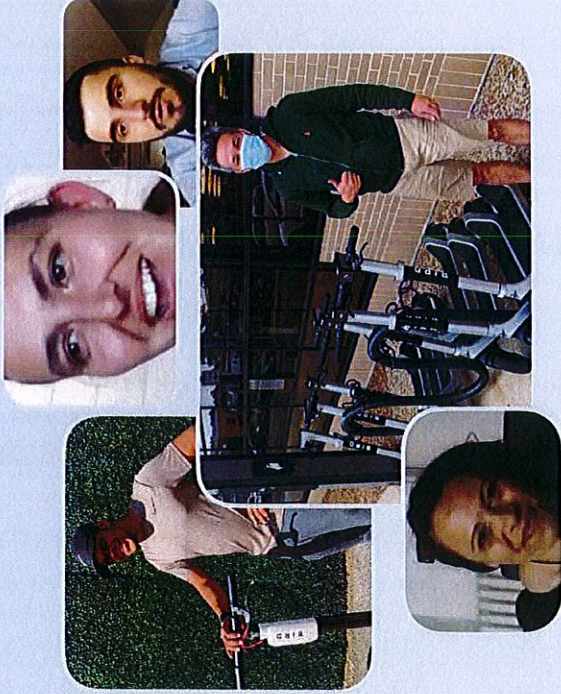
Local Touch:

- ✓ Deep community ties, local pride, and fast issue resolution
- ✓ Nuanced knowledge of where to deploy
- ✓ Economic Opportunity

Backed by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles

BIRD



“ I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions. ”

- Mark, Azbri Productions, Nashville

Confidential and proprietary information 6

The Local Impact



56%

of rides have connected to a local businesses



\$70K+

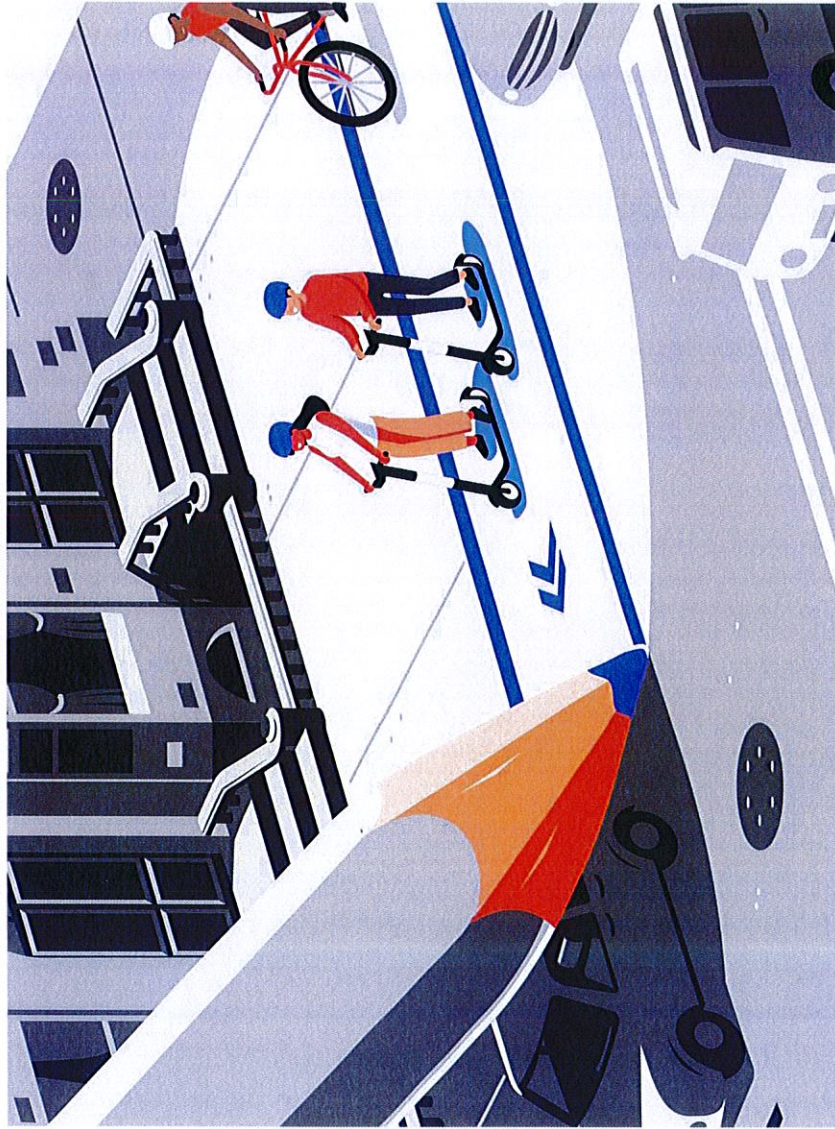
average take-home earnings from local entrepreneurs partnering with Bird.



16%

more jobs accessible

BIRD



Customer Service

Available 24/7

Our customer service phone number along with our e-mail address are clearly displayed on each of our scooters to report any concerns or to ask questions.



Our **Community Mode** enables both riders and non-riders to notify Bird of improperly parked scooters directly through the Bird app.



BIRD





Community Access

In order to bring sustainable transportation to more people in the communities where we operate—we've rolled out Bird's Community Pricing program.

Our **Bird Access** program is an option for low-income riders that offers five (5) 30-minute rides per day for only \$5 a month for those who are enrolled or eligible for a government assistance program.

Our **Community Pricing** also offers 50% off rides to veterans, senior citizens and select community and non-profit groups.

Leading the way on innovative solutions for cities

Warm Up Mode

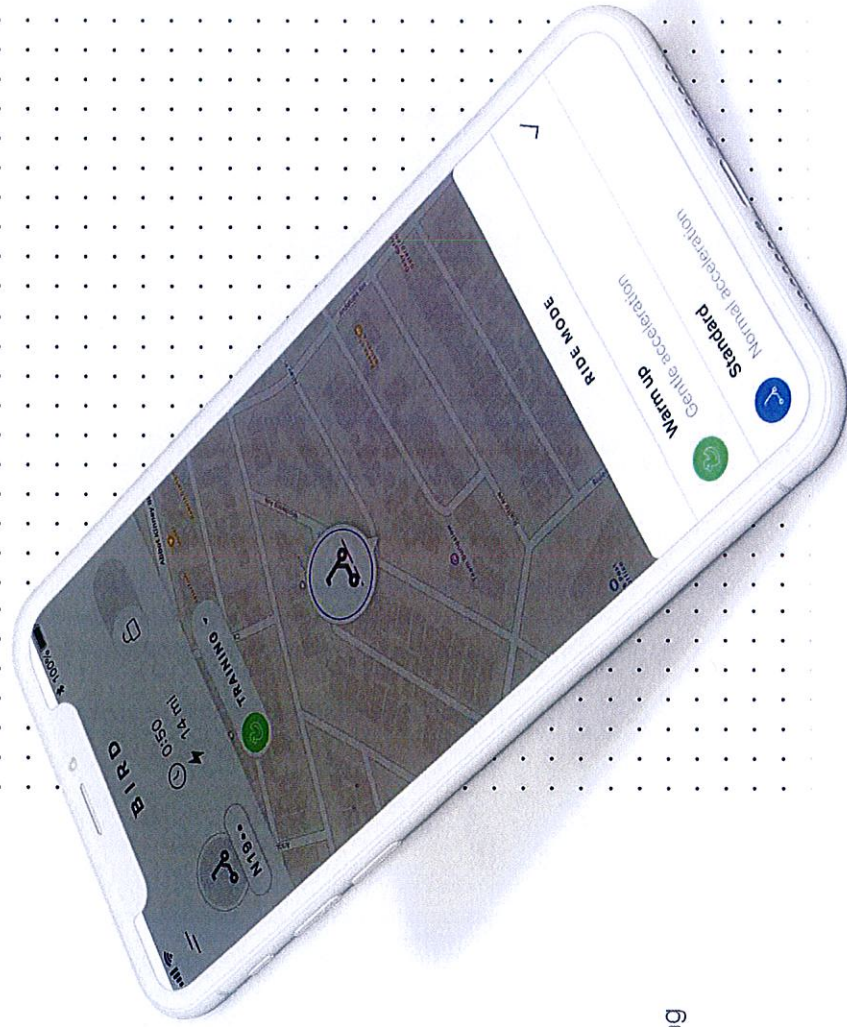
This feature offers a gentle acceleration profile that helps users learn to ride safely and confidently.

Quick Start

An industry-first feature that automatically detects when a Bird is within range and offers riders the opportunity to unlock it with the tap of a button.

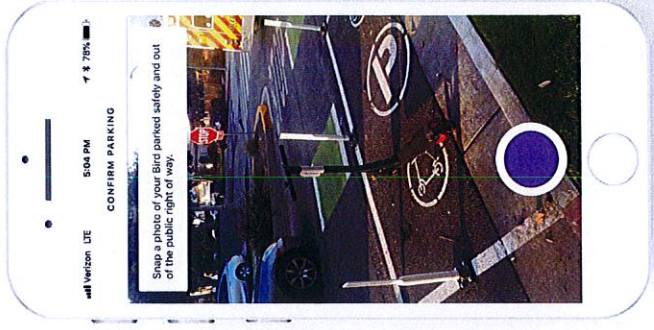
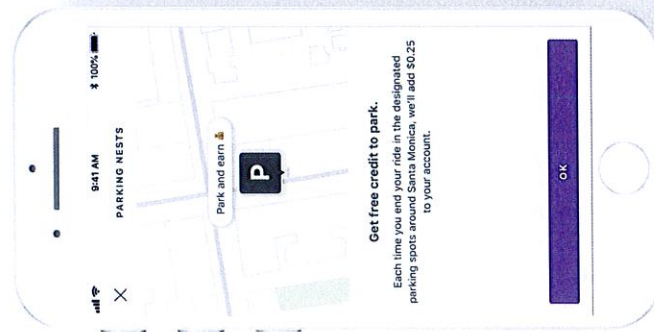
Parking Management

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.



Recommended Parking Areas

Always know where to park



Identify Locations

Direct Riders

Verify Parking

BIRD

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Thank you



Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: April 23, 2021

SUBJECT: Woodco IRB

Gabe Woodco will be at the April 28th Study Session to discuss the need for Industrial Revenue Bonds and provide details on the project.

Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: April 23, 2021

SUBJECT: JAC Agreement

The Emporia Recreation Commission has operated the Jones Aquatic Center on behalf of the City of Emporia for many years. The proposed agreement for the 2021 season is scheduled to be reviewed at the April 28th City Commission Study Session.

Attached is the agreement.

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

THIS AGREEMENT made this 28th day of April 2021, 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, heating 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 \$47,000.00

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 of 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 beginning March 1, 2021 to December 31, 2021 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

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

EMPORIA RECREATION COMMISSION
By its Board of Commissioners

Chairman
EMPORIA RECREATION COMMISSION

Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: April 23, 2021

SUBJECT: Library Electronic Sign

Robin Newell, Library Director will be at the April 28th Study Session to discuss the new electronic sign for the Emporia Public Library.



522 Mechanic Street Tel: (620) 343-4268
Emporia, KS 66801 Fax: (620) 343-4262 jfoster@emporia-kansas.gov

PLANNING AND ZONING DEPARTMENT

MEMO

TO: City Commission

FROM: Joe Foster

RE: Brownstone Second Addition Subdivision Minor Plat

DATE: April 21, 2021

On February 16, 2021, the Emporia-Lyon County Metropolitan Planning Commission held a public hearing and voted to approve the Brownstone Second Addition Subdivision Minor Plat that will replace a portion of the existing Martin-Eagle Subdivision, located south of Highway 50 and east of Overlander Rd on Martin Drive.

The applicant, Red Brick Investment LLC, is in the process of finalizing a plat to allow for a travel plaza south of the Highway 50 roundabout. The Brownstone Second Addition Subdivision Minor Plat will connect to the approved Brownstone Preliminary Plat, and provide secondary access to the travel plaza in the future.

The property within the minor plat is currently zoned for I-1, Light Industrial, and would need to be rezoned to allow for a hotel and travel plaza, or other related uses. This could be completed at any time. The Minor Plat will allow for the connection of utilities and the connection of Martin Drive to the travel plaza.

The Utility Advisory Board met on March 5, 2021, to discussed the project, and found the proposed easements sufficient for the utility needs. The Technical Review Team met multiple times in March 2021, and discussed the property and applications. Comments were noted and addressed throughout the process in order to submit a complete plat. There was no opposition from the public or neighboring property owners at the public hearing.

Respectfully,

Joe Foster
Planning and Zoning Department



TO: City Commissioners

FROM: Janet Harrouff, Dean Grant

DATE: April 23, 2021

RE: Water tap fees Ordinance

Staff has put together a proposed ordinance to incorporate the service tap fees which were discussed on April 14, 2021. The changes to the water ordinance are in red.

The sewer ordinance currently states all costs and expenses shall be borne by the owner so no need for changes. The fee will increase to the actual cost of \$200.

Sec. 28-18. Application For Water Service:

Any person making proper application and complying with such requirements shall be supplied with water by the city provided his property adjoins a water main or distributing line. All applications for water must be made to the city clerk by the owner or agent of the property to be supplied.

Applicants for property which does not adjoin a water main or distributing line will be responsible for the actual cost of water main or distributing line extension to the property. Actual costs incurred by the city for labor and materials for such line extensions shall be assessed to the property owner.

All approved applicants for new service or upgrade of an existing water service will be responsible for the costs of any street, curb, gutter, and sidewalk cuts and repair resulting from or necessary for water connection to a property. Actual costs incurred by the city for labor and materials for such pavement cuts and repairs shall be assessed to the property owner.

Applicant property outside the city limits must adjoin a water main or distributing line to be considered. Approval is not guaranteed. Additional fees may be assessed for establishment of new service outside of city limits. Annexation of property into the City of Emporia may be required.

(1962 Code, § 23-103)

Sec. 28-20. Taps:

~~The city shall tap all water mains or distributing pipes, inserting a corporation cock for the connection to the service pipe.~~

All residential, commercial, and industrial water service connection installations for new structures and existing structures requiring a new service installation shall be installed by the City of Emporia Public Works Department.

(1) Service tap fees will be charged as follows:

- a. \$1,100.00 for a five-eighths-inch meter by tapping a main with a one-inch tap
- b. \$1,150.00 for a three-fourths-inch meter by tapping a main with a one-inch tap
- c. \$1,200.00 for a one-inch meter by tapping a main with a one-inch tap
- d. \$1,000 plus actual cost of material and labor for any meter larger than one-inch by tapping a main with a tap larger than one-inch.

(2) The city shall require from the property owner a 48-hour notification to schedule the main tap installation

(1962 Code, § 23-104)

Sec. 28-21. Service Lines:

(a) *Generally:* All consumers shall keep their own water fixtures, service pipes and curb cocks in good repair and protected from frost at their own risk and expense, and shall prevent all unnecessary waste of water, keeping all fixtures closed when not in use. It is expressly stipulated

that no claim shall be made against the city because of any break in the service or any damage arising from cutting off water to repair mains, make connections, or for any other purpose that becomes necessary; the right is hereby reserved to cut off water at any time without notice when necessity compels.

(b) *City Maintenance*: The city shall maintain the water service line from the main to the meter, except when the meter is located on private property, then the city shall maintain the service line from the main to the property line.

(c) *New Services*: New water service line installation and enlargements or relocations of water service lines shall be at the expense of the customer. ~~The property owner shall be responsible for extending the service line from the meter to the building.~~ This service line shall be installed according to the most recently adopted International Plumbing Code. The water utility shall install the corporation cock, service pipe, and curb cock at the closest point from the main to the property requesting service. Fees for services provided will be assessed on the basis of actual cost for labor and materials ~~based on the city's established fee schedule.~~ A service line shall not be extended beyond one hundred feet (100') without the approval of the governing body.

(d) *Service Replacement*: When an existing service line from the main to the meter or property line, whichever comes first, reaches a point when repair is not feasible, the city shall replace the line at the expense of the water utility.

(e) *Rules And Regulations*: The city manager, with the approval of the governing body, shall from time to time adopt and promulgate rules and regulations necessary for the operation of the utility consistent with this code. (1962 Code § 23-106; Ord. 88-10, § 1, 3-16-1988)

Sec. 28-22. Meters:

(a) All water sold by the city shall be measured by meter. ~~All meters shall be furnished by the city and installed without cost to the consumer.~~ The city will provide the corporation, tapping saddle, meter set-up, and metering device. The property owner will be responsible for installation. All items provided by the city shall remain the property of the city. The city reserves the right to repair or replace such meters as deemed appropriate by the water department. Any meter larger than 3" requires a concrete vault per the city engineering specs. The meters shall be located adjacent to the curb cock where practicable and otherwise at such point as the superintendent of waterworks shall direct. The ~~property owner's~~ contractor shall leave a gap in the service line of proper size to accommodate the meter and connections furnished by the city and shall leave sufficient room about the meter for the installation of a meter box, where the meter is placed outside of the buildings.

(b) Any premises equipped or built to be occupied after January 1, 2021 as a duplex, apartment house or by other multiple dwelling units, or occupied in conjunction with a commercial building or other building which receives water service from a single meter shall pay a monthly service charge for one dwelling unit based on the size of meter installed plus an additional service charge for each additional unit at a rate equivalent to the 5/8 inch meter rate in Sec. 28-41, as amended from time to time. Hotels, motels and residential halls may receive service through a single meter and shall pay a single service charge.

(c) Separate water meters may be installed at the option of the city upon the request of the owner for each apartment or other domestic service unit.

(d) No person shall injure, molest or in any way interfere with any water meter, meter box or cover or anything appertaining thereto, and no persons shall deposit dirt, stone or rubbish of any nature in any meter or meter box or service box. The occupant of any building or premises where

a meter is located shall keep the meter free from all obstructions so that it is at all times conveniently accessible for reading, inspecting or repairing. Subject to constitutional limitations, the water superintendent or persons authorized by him may enter, at any reasonable hour, premises supplied with water in order to inspect or repair meters, pipes or fixtures, or to investigate the use of water.

(e) Where a meter is located inside any building or in such other place or manner that the city cannot use customary methods for its protection against freezing or other injury, the owner of the property in which such meter is placed shall be responsible for its protection and any damages sustained by such meter shall be chargeable to the property served in the same manner as prescribed for repairs to service lines.

(f) Whether a meter is located in a building, an approved meter box or housing in the parking or sidewalk or elsewhere, the consumer or owner of the property in which such meter is placed shall be responsible for its protection and preservation, and any damage sustained by such meter shall be charged to the consumer or owner of the property served and the same shall be collectible in the same manner as monthly water bills.

(g) In case any meter fails to register for any cause, the amount charged for water during such period shall be estimated by the superintendent of waterworks or utility billing processor, such estimate to be based on the average amount registered during like preceding period.

(h) If any meter is found to vary in excess of two percent (2%) from one hundred percent (100%) accuracy, the reading of the meter shall be corrected according to the percentage of inaccuracy found, but no correction shall extend beyond the date of the last regular monthly reading. A meter with this level of inaccuracy shall also be immediately repaired or replaced with an accurate meter. The water utility shall test any meter on request; and, if any meter tested is inaccurate in excess of two percent (2%), the unit will be corrected; and, if any meter tested is found to vary less than two percent (2%), the meter shall be replaced and a fee not to exceed the actual cost to the city for shipping and testing shall be made on the next water bill. (1962 Code § 23-107; Ord. 88-10, § 2, 3-16-1988; Ord. 07-19, § 1, 8-1-2007; Ord. 20-27, § 3, 9-16-2020)

Sewer

Sec. 28-102. Costs And Liabilities:

All costs and expense incident to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (1962 Code, § 19-207(B); Ord. 963, § 1, 8-1-79)