

CITY COMMISSION MEETING

May 5, 2021 at 1:30 PM

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

Agenda

Meeting Items

1. Members Present:
2. Consent Agenda
3. Public Comment
 - A. Proclamation recognizing May 9-15 as National Police Week in Emporia.
 - B. Proclamation naming May as Community Action Month in Emporia.
4. Consider reappointment of member to Community housing Board/Emporia Land Bank.
5. A request by Emporia State Federal Credit Union for a Public Hearing to appeal the SHPO for the property located at 727 Merchant Street
6. Consider bids for new flatbed pickup for Solid Waste.
7. Consider awarding a bid for the 2021 Street Rehab Project No. PV2102 and South Exchange Street Project PV2009.
8. Consider approval of Ordinance for increase of Water Tap Fees.
9. Consider approval of agreement with Emporia Rec Commission to operate Jones Aquatic Center for 2021.
10. Report from City Manager on Activities
11. City Commission Reports and Comments
12. Executive Session
13. Executive Session
14. Adjourn Meeting.



**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*



PROCLAMATION

WHEREAS, every day, our Nation's dedicated law enforcement officers put themselves at risk to keep their fellow Americans safe. These men and women selflessly risk their lives to protect our families against crime; and

WHEREAS, as we observe Peace Officers Memorial Day and Police Week, we pay tribute to the courageous men and women who wear the badge and keep the peace; and

WHEREAS, law enforcement officers of today carry on the long and proud tradition of service built by their predecessors. With valor and distinction, these citizens stand watch over us all and work hard to fight crime and violence; and

WHEREAS, law enforcement officers deserve our appreciation for the work they do, and citizens fulfill an important civic responsibility by supporting their work to protect our communities. By working together, we can achieve a better and more secure future for our children and grandchildren; and

WHEREAS, on Peace Officers Memorial Day and during Police Week, we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live. They performed their jobs with extraordinary distinction, and we will always remember their service and sacrifice; and

WHEREAS, by a joint resolution of the US Congress in 1962, it asked the President of the United States to designate May 15th of each year as "Peace Officers Memorial Day" and the week in which it falls as "Police Week" and also directed the flag be flown at half-staff on Peace Officers Memorial Day on May 15th of each year.

NOW, THEREFORE, BE IT RESOLVED THAT, I, Robert F. Gilligan, Mayor of the City of Emporia, Kansas, do hereby proclaim May 9- 15, 2021 as

National Police Week

and to remember those throughout our Nation who lost their lives while protecting others.

On this 5th day of May 2021

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

WHEREAS, the East Central Kansas Economic Opportunity Corporation (ECKAN) was established in 1966; and

WHEREAS, ECKAN has a 50-plus year history of promoting self-sufficiency for the limited income; and

WHEREAS, ECKAN has made essential contributions to individuals and families in City of Emporia by providing them with innovative and cost-effective programs such as emergency rent and utility assistance, transportation assistance, food vouchers, savings, dental, and

WHEREAS, Community Action Agencies are needed as major participants in the reform of the welfare system as we know it; and

WHEREAS, individuals and families on limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and

WHEREAS, the poverty rate in Emporia is 20.5%; and

WHEREAS, Kansas and the entire United States must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance; and

WHEREAS, City of Emporia and ECKAN have worked together to meet the needs of our most vulnerable citizens;

NOW, THEREFORE, I, Robert F. Gilligan, Mayor for the City of Emporia do hereby proclaim May 2021 as

COMMUNITY ACTION MONTH

in Emporia in recognition of the hard work and dedication of Kansas Community Action Agencies.

On this 5th Day of May 2021

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 5th, 2021

ITEM NUMBER:

SUBJECT: Consider the Re-Appointment of Matt Lowery to the Community Housing Board/ Emporia Land Bank

RECOMMENDATION: Re-Appoint Member to the Community Housing Board/ Emporia Land Bank.

BACKGROUND SUMMARY:

Mr. Lowery has served on the Community Housing Board/Emporia Land Bank since 2018. He has attended regularly, and has also served in his current position as Chairman the last two years.

Attached is his application for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



APPLICATION FOR ADVISORY BOARD MEMBERSHIP

NAME: Matthew Lowery

ADDRESS: 720 West St, Emporia

PHONE: 620-481-7033

PLACE OF EMPLOYMENT: Veritas Appraisals

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 43 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

1. Community Housing Board / Emporia Land Bank

2.

3.

4.

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

I have been serving on the housing/land bank board and would like to continue my work serving the community.

OTHER ACTIVITIES AND INTERESTS:

SIGNATURE: Matthew Lowery

DATE: 04/16/2021

Please send to the City Manager's Office, P.O. Box 928, Emporia, KS 66801-0928 or email to sbryson@emporia-kansas.gov

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 5

SUBJECT: A request by Emporia State Federal Credit Union to hold a public hearing to appeal the State of Kansas Historic Preservation Office for the property located at 727 Merchant Street.

PUBLIC HEARING: State statute K.S.A. 75-2724 gives the governing body the authority to reaffirm or overrule the decision of the Kansas State Historical Society. The statute states the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternatives to the proposal, and the project includes all possible planning to minimize harm to the historic property.

BACKGROUND SUMMARY:

There is a request for an appeal to override the State of Kansas Historic Preservation Office decision regarding the proposed demolition of the building at 727 Merchant Street. The building is located within the City of Emporia's Downtown Historic District as such any permits issued will be reviewed by the State Historic Preservation Office (SHPO). The SHPO office recommends not destroying the historic contributing building. If the Commission overrides SHPO's recommendation, then the applicant will be issued the demolition permit.

The Commission must find that that all feasible and prudent alternatives to minimize the harm to the property have been considered in order to override SHPO's recommendation.

ACTION:

A motion may be made to reaffirm or overrule the decision of the Kansas State Historical Society for the existing building at 727 Merchant.

ATTACHMENTS:

Letter from the Kansas State Historical Society, Staff Memo/ Photos, SHPO Application, Letter from Architect

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

KSR&C# 21-03-238
April 9, 2021

Joe Foster
Planning Department
City of Emporia
Via Email

Re: Demolition, 727 Merchant St, Independence – Montgomery County

The Kansas State Historic Preservation Office (SHPO) has reviewed materials received on March 30, 2021 regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the SHPO be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review.

The SHPO is charged with determining whether or not projects will “damage or destroy” historic resources. 727 Merchant Street is a contributing resource to the Emporia Downtown Historic District. Demolition of it would by definition destroy the historic property. Therefore the SHPO has determined that this project will damage or destroy the Emporia Downtown Historic District.

In order for this project to proceed, the state preservation statute states that project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to the historic property.

If after the investigation and hearing the local governing body finds no alternatives and verifies that all planning has been done to minimize harm to the historic district, the city is then required to give five days’ notice of such determination to the SHPO before issuing the permit. This notice should include a written copy of the minutes of the meeting where the project was discussed, and a copy of all relevant written information upon which the city commission based its decision. The statute allows anyone aggrieved by the governing body’s determination to file suit and have the issue decided in the courts.

In advance of the investigation and hearing, please review the Kansas Preservation Act regulations K.A.R. 118-3-1 through 118-3-16, especially the definitions in 118-3-1:

- (i) “Program includes all possible planning” means that the written evidence and materials submitted by a governmental entity to the state historic preservation officer clearly identify all alternative solutions that have been investigated, compare the differences among the alternative solutions and their effects, and describe mitigation measures proposed by the project proponent that address an adverse effect determination of the state historic preservation officer.
- (j) “Relevant factors” means pertinent information submitted by project proponents or

project opponents in written form, including evidence supporting their positions.
(Authorized by K.S.A. 75-2721(b); implementing K.S.A. 75-2724; effective, T-118-5-1-98,
May 1, 1998; effective Oct. 23, 1998.)

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Lauren Jones at lauren.jones@ks.gov. Please reference the KSR&C number noted at the top of this letter when corresponding about this project.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

A handwritten signature in cursive script, reading "Patrick Zollner".

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Office



Proforma Analysis of 727 Merchant

Angie Miller, President/CEO
Emporia State Federal Credit Union
(620) 342-2336

RE 727 Merchant Street Proforma Analysis:

After the review of the existing conditions in our letter from the site visit February 25, 2021, Ben Moore Studio was requested to review the economics of the project.

The existing building has a remodel budget of \$318,000.

The gross square footage is 632. The net square footage after ADA compliant restrooms is 575 square feet.

Ben Moore contacted 3 individuals with market knowledge of rental rates in Emporia, Kansas including realtors and persons associated with Main Street Emporia. Based on these discussions, a rental rate for this square footage would be \$575 per month. An increase due to the corner lot should occur as well increasing this amount to \$650 per month.

The financed cost of construction per month would be \$1,485 per month on a 30 year term.

Therefore, over twelve months the property would lose approximately (\$10,020). This is prior to property taxes (4,929 per year) and insurance (1,560 per year). Assuming a 100% occupancy rate, this would lead to a total loss per year of (\$8,709). Over a thirty-year period, the project would net a (\$261,270) loss prior to inflation or tax increases.

With consideration to historic tax credits, the owner could utilize 25% of the project cost of an incentive. Unfortunately, this only changes the loss per year to lower by \$4,476.

We believe there are two options for consideration.

Option 1 – Remodel the building and find a tenant and lose approximately (\$8,709) per year.

Option 2 – Demolish the structure.

Unfortunately, we believe this project isn't feasible to rehabilitate.

Thank you,

A handwritten signature in blue ink, appearing to be 'B Moore'.

Ben Moore, AIA
Ben Moore Studio, LLC
785-560-3111
www.benmoorestudio.com
ben@benmoorestudio.com



PLANNING AND ZONING DEPARTMENT
522 Mechanic Street
Emporia, KS 66801
Phone: 620-343-4268
Fax: 620-343-4262

SHPO Historic Appeal Application

Date Submitted _____

*Attach a site plan map (2), drawn to scale, showing property lines, roads, driveways, existing and proposed structures, parking stalls, landscaping, fences, and other topographical features, if applicable.

	Name	Address	Phone
Applicant	Emporia State Federal Credit Union	310 W. Twelfth, Emporia KS	(620) 344-5817
Owner	Charles B. Andrews	8 Lakeshore Dr., Emporia KS	(620) 344-8808

Other Owners and Officers (corporate applications only) _____

Request: Demolish the retail store building built in 1930.

Address of the property: 727 Merchant, Emporia, KS 66801

Is the property within the City limits? Yes ☒ No ☐ Current Zoning District: Central Business

Comments from SHPO for denying the application: _____

Describe the Physical Characteristics of the property: Existing building is 632 sq. ft. Included is a small sunken bathroom. Previously a liquor store. Ceilings & outdoor (inside) cover have multiple layers of paint. Floor is tiles with major damage from refig/coolers for store.

Describe why you are seeking an Appeal:

Owner for the lot has no use for the current building. Would like to use the space for a parking lot. Perhaps in future, may expand downtown services to include expanded drive up lanes.

Have all prudent and feasible alternatives been explored? Describe, or provide documentation to support this:

ESFCU has contacted an architect for an opinion on updating property (see attached - Ben Moore). Due to size & condition of property, very limited options could use/rent facility (1-person ins. agent). The cost to remodel is exorbitant compared to the sq. ft. available. The amount of usable space would be 575 sq. ft., making an estimated cost per sq. ft. approx \$553/sq. ft.

2/19

Attach or provide legal description of the property (if possible): See attachment

Explain how the proposed use would comply with each of the following items:

1.) Complies with all applicable provisions of zoning, including intensity of use regulations, yard regulations, and use regulations: will adhere to zoning, etc.

2.) Use will contribute to and promote the welfare or convenience of the public:

Will plant grass for immediate future & maintain upkeep.

3.) Will not cause substantial injury to the value of other property:

Value is minimal now given condition of property. No large change.

4.) Location and nature of the site will not dominate the neighborhood:

5.) Parking and/or loading area meet requirements and are screened or located so as to protect adjoining residential use: Surrounded by businesses (banks), not residential.

6.) Adequate utility, drainage, and other facilities are provided: will be done adequately.

7.) Adequate roads and drives are provided so as to minimize traffic hazards and congestion: N/A

List any non-conformities which exist on the property:

By signing this application, I certify that all of the information I have provided is true and correct. I understand that additional information may be needed, or additional fees may be incurred during the rezoning application process. I understand and agree that it will be my responsibility to provide any additional information requested and to pay any additional fees incurred.

DocuSigned by: <u>Bruce Andrews</u> 054F3897774E4DA...	<u>Angie Melzer</u> Applicants Signature	DocuSigned by: <u>Subrata</u> 054F3897774E4DA...	<u>4/12/2021</u> Date
	Owners Signature		<u>4/12/2021</u> Date

FOR OFFICE USE ONLY		
Fee	Date Paid	Receipt no.
\$0		

Application No. _____

Hearing Date: _____

the following described real property situated in State of Kansas, County of Lyon:

All of the East 75 feet of Lot 113 and the East 75 feet of the North 30 feet of Lot 111, on Merchant Street in the City of Emporia, Lyon County, Kansas, according to the recorded plat thereof.

AND

The West 55 feet of Lot 113 and the West 55 feet of the North 30 feet of Lot 111 on Merchant Street in the City of Emporia, Lyon County, Kansas, according to the recorded plat thereof.



Angie Miller, President/CEO
Emporia State Federal Credit Union
(620) 342-2336

RE Site visit at 727 Merchant Street:

Ben Moore toured the existing building at 727 Merchant Street on February 25, 2021. The existing building is approximately 632 gross square feet. The retail space is an open area with a small sunken restroom.

The building would need to be modified to meet the current ADA compliance criteria from the Department of Justice of 2010. This would require significant modifications to the floor plan to accommodate an ADA restroom and an accessible route. The restroom typically requires approximately 57 net square feet.

The building still shows the remnants of the previous liquor store with antiquated building materials not matching the historic character. The interior would require significant remodeling to become marketable for a tenant or other suitable commercial use as allowed by the zoning ordinance. The amount of usable square footage in the current structure would be limited to approximately 575 square feet with an ADA compliant restroom.

We would estimate a construction cost for the remodel of the building at approximately \$318,000.

Thank you,

A handwritten signature in black ink, appearing to be 'B. Moore'.

Ben Moore, AIA
Ben Moore Studio, LLC
785-560-3111
www.benmoorestudio.com
ben@benmoorestudio.com

BUILDING PERMIT APPLICATION

Code Services - 521 Market Street / P.O. Box 928 - Emporia KS 66801

Office # (620)343-4270
For Inspection's
(620)343-4274

Clearly print information on front & back of application.

Owner Bruce Andrews Contractor Mirzael Markovitz Const.

Job Address 727 Merchant St.
Street # Street Name Apt # or Suffix

Total Sq. Ft. Area _____ Total Living Area _____ Sq. Ft. Estimated Cost \$,000.00
(Residential Only)

Description Of Work To Be Done Demo Structure

Mail Permit To Mirza Mark 44 Grantams Emp. Pz. 66801 343.6840
Name Address City State Zip Phone #

Mail Water Bill To NA NA NA NA NA 591-0017
Name Address City State Zip Phone #

NOTE:

- Prior to a stake-out inspection, all property pins must be located and building stakes must be in place. If unable to locate the property pins, a legal survey shall be made, marked and presented to the building department.
- Separate permits shall be required for all the work required for, mechanical, electrical, plumbing, and other permits before work begins.
- The structure must have a final inspection and approval prior to occupancy. (Certificate of Occupancy)
- This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if work or construction is suspended or abandoned for a period of 180 days at any time after work is commenced.
- Demolition permits shall expire 60 days from date of issuance.
- **An Emporia licensed general contractor or an Emporia Certified Building Supervisor shall be on this site during all construction of framing and roofing.**
- **A stop work order shall be given if the general contractor or building supervisor is not on site during framing and roofing.**

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I further agree to save the City of Emporia, Kansas harmless from all costs and damages which may result due to the issuance of this permit and any changes in the structure will be brought to the building official's attention for approval.

Date 02.25.2021



(Owner, owner's authorized agent or the General Contractor) Signature of Applicant

You shall put your Kansas roofing registration number on each permit pulled as per the Attorney General's Office requirement.

Kansas Roofing Contractor Registration # _____

Continue On Back Page

"For Official Use Only"

Y=yes N=no N/A=not applicable

Date Issued _____ Zoning Dist _____ Zoning Use _____ Project Type _____ Valuation _____

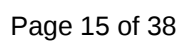
City / County Permit _____ Permit Fee _____ Receipt # _____ Const Type _____ Occup Use _____

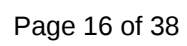
Lagoon Y / N #Dwelling Units _____ Enterprise Zone Y / N Permit Issued By _____ Water Bill Info Needed Y / N

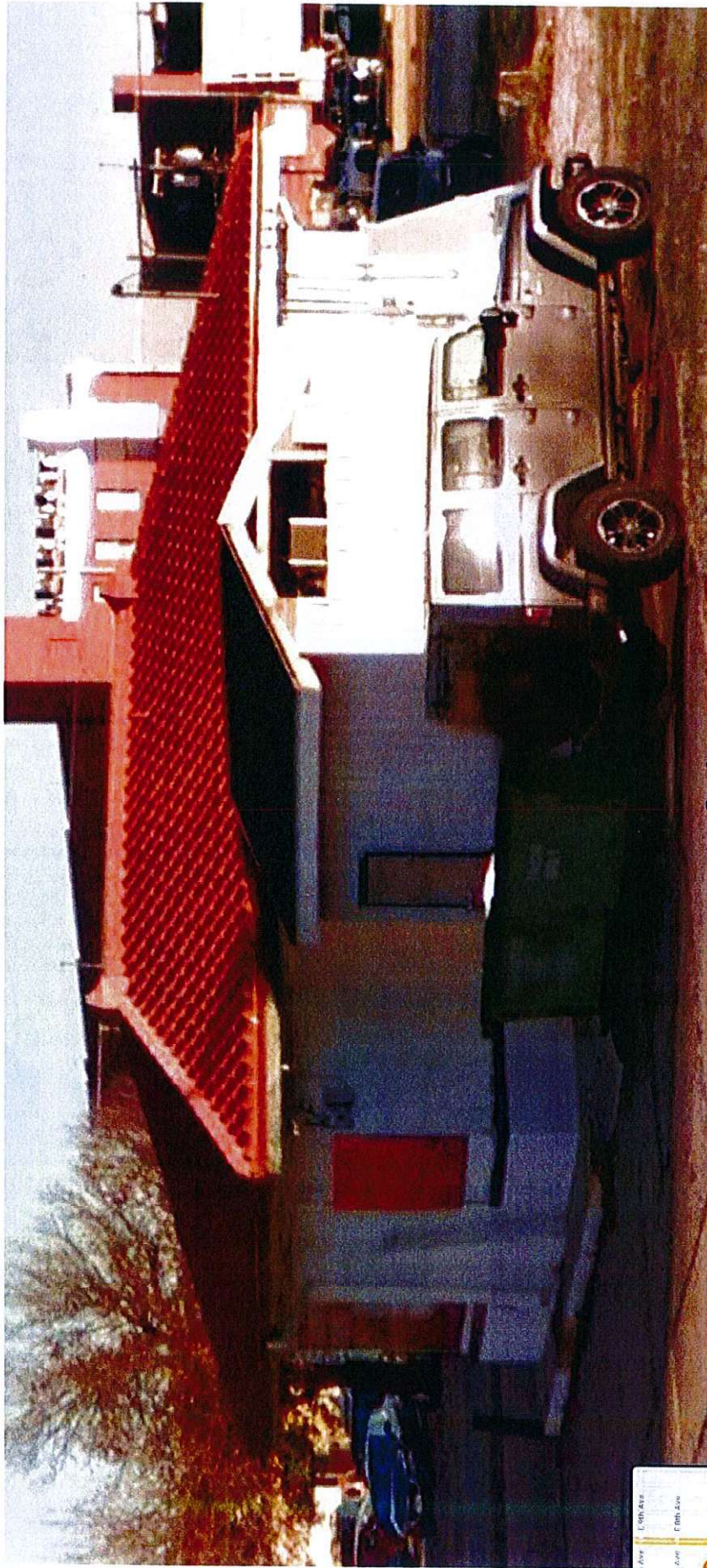
Stormwater Y / N Historical Y / N Flood Plain Y / N Off-street Parking Y / N Variance Granted/Attached ☐

SPECIAL APPROVAL FROM THE FOLLOWING DEPARTMENTS MAY BE NEEDED BEFORE THE PERMIT SHALL BE ISSUED

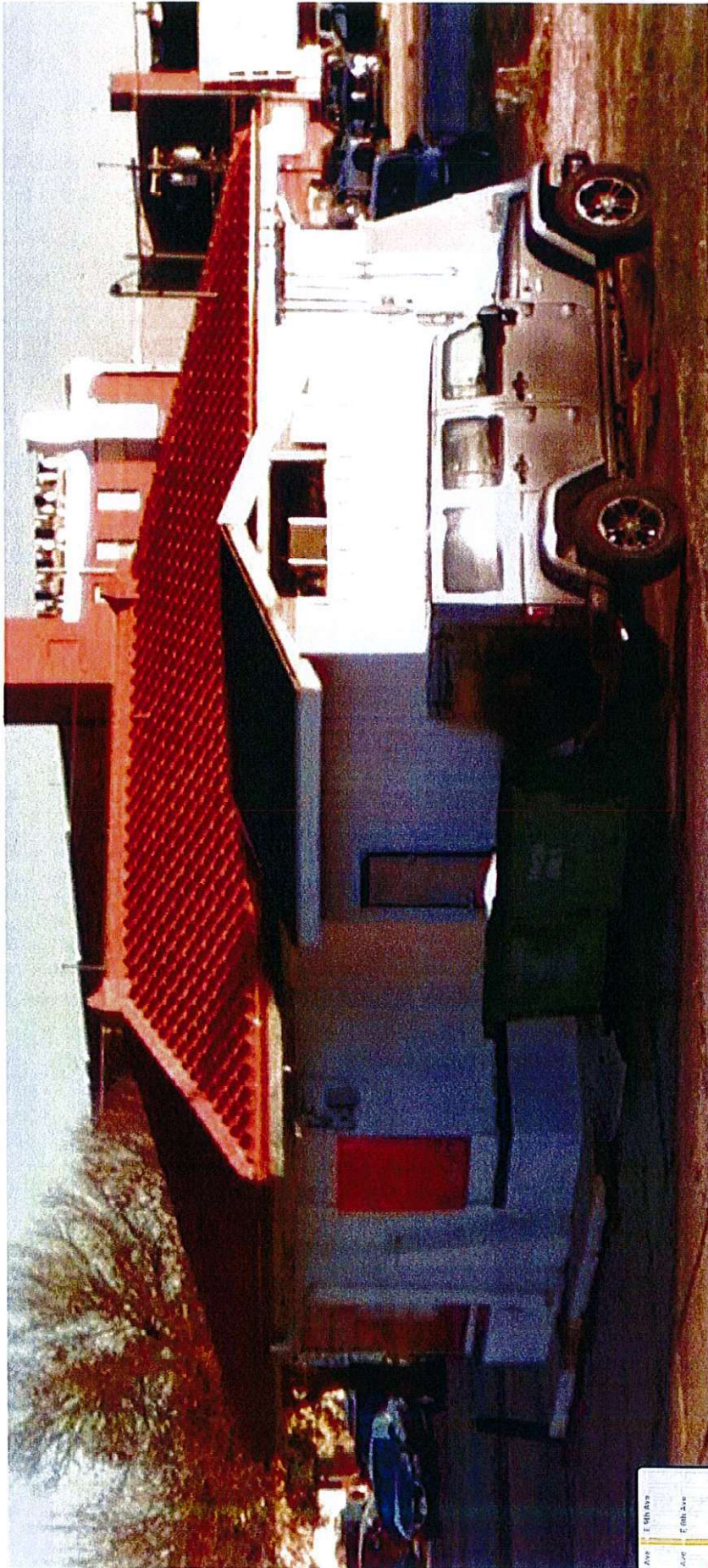
1. Zoning	N/A ☐	Approved ☐	Date _____	Signature _____
2. Engineering	N/A ☐	Approved ☐	Date _____	Signature _____
3. Fire	N/A ☐	Approved ☐	Date _____	Signature _____
4. Water	N/A ☐	Approved ☐	Date _____	Signature _____
5. Westar	N/A ☐	Approved ☐	Date _____	Signature _____
6. Lyon Cnty Health	N/A ☐	Approved ☐	Date _____	Signature _____











AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 6

SUBJECT: Consider bids for a new flatbed pickup for Solid Waste.

RECOMMENDATION: Award one 2022 Ford F-350 with flatbed to John North Ford for \$34,977.68.

BACKGROUND SUMMARY:

The new 1-ton, regular cab, 2X4, cab and chassis with flatbed will be used in the Solid Waste Collections. The truck being replaced is a 2012, 1-ton Chevy with over 100,000 miles on it. There is \$40,000.00 budgeted for this unit. Staff will be transferring some units with-in departments to best utilize our assets and will be selling the old unit.

Bid Tabulation

John North Ford	2022 F-350	\$34,977.68
Clint Boyer Autoplex	2021 Ram 3500	\$39,843.00
Longbine Auto	"GM is not producing fleet units for the balance of the year"	

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

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Longbine Auto	"GM is not producing fleet units for the balance of the year"	

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 7

SUBJECT: Consider awarding a bid for the 2021 Street Rehab Project No. PV2102 and South Exchange Street Project PV2009.

RECOMMENDATION: Staff recommends awarding the project to APAC Kansas Inc, Shears Division for a total Base Bid, Mt. Vernon (street repair) and South Exchange in the amount of \$ 726,075.82, with the Add Alternate Bid of \$51,457.96, for a Total Bid amount of \$ 777,533.78.

BACKGROUND SUMMARY:

At 2:00 p.m. on Tuesday, April 27, 2021, the City Engineer's Office publicly opened bids on the 2021 Street Rehab Project No. PV2102 and South Exchange Street Project PV2009. The City had three bidders out of three plan holders submit a bid. The following are the bids received and the Engineer's Estimate.

	APAC Kansas Inc, Shears Division	Killough Construction	Bettis Asphalt	Engineer's Estimate
Base Bid	\$633,129.85	\$642,050.85	\$ 829,937.01	\$592,816.24
Mt. Vernon (Street Repair)	\$ 11,058.77	\$ 12,156.22	\$ 25,127.45	\$ 8,634.65
South Exchange	\$ 81,887.20	\$ 98,488.50	\$ 121,552.82	\$ 77,773.00
Base Bid, Mt. Vernon, & South Exchange	\$726,075.82	\$752,695.57	\$ 976,617.28	\$679,223.89
Add Alternate	\$ 51,457.96	\$ 57,791.92	\$ 90,576.78	\$ 45,245.90
Totals	\$777,533.78	\$810,487.49	\$1,067,194.06	\$724,469.79

The staff recommends awarding the project to APAC Kansas Inc, Shears Division for the Base Bid, Mt. Vernon (street repair), South Exchange, and the Add Alternate for the total amount of \$777,533.78. The total project is budgeted at \$785,000.

The project is funded out of the Multi Year Fund.

Attached is the complete project bid tabulation sheet for the Base Bid, Mt. Vernon (Street Repair), South Exchange, Subtotal of the above, Add Alternate Bid and the Total of the Base Bid, Mt. Vernon, South Exchange, and the Add Alternate.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

CITY OF EMPORIA, KS
BID TABULATION
FOR 2021 STREET REHABILITATION PROJECT NO. PV2102 (VARIOUS LOCATIONS AROUND CITY) AND SOUTH EXCHANGE STREET PROJECT NO. PV2009

Location: City of Emporia
 Date: 2:00 pm, April 27, 2021

Quantity	Units	Description	APAC-Kansas, Inc Emporia, KS		Killough Construction Ottawa, KS		Bettis Asphalt Topeka, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$19,600.00	\$19,600.00	\$40,572.00	\$40,572.00	\$56,850.00	\$56,850.00	\$20,000.00	\$20,000.00
42,297	S.Y.	Asphalt Milling	\$2.16	\$91,361.52	\$1.82	\$76,980.54	\$4.73	\$200,064.81	\$2.05	\$86,708.85
3,810	TONS	HMA (Commercial Grade) (Class A)	\$75.74	\$288,569.40	\$77.80	\$296,418.00	\$93.69	\$355,959.90	\$75.00	\$285,750.00
40	TONS	Asphalt Patching (4" Avg. Depth)	\$167.99	\$6,719.60	\$175.00	\$7,000.00	\$260.00	\$10,400.00	\$165.00	\$6,600.00
1,498	L.F.	Curb and Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$41.95	\$62,841.10	\$41.29	\$61,852.42	\$39.00	\$59,422.00	\$35.00	\$52,430.00
438	S.Y.	Concrete Pavement (6" Plain) (AE) (Remove & Replace)	\$75.02	\$32,859.76	\$78.20	\$34,251.60	\$69.75	\$30,550.50	\$75.00	\$32,850.00
149	S.Y.	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	\$66.68	\$9,935.32	\$65.33	\$12,714.17	\$62.00	\$9,238.00	\$68.00	\$10,132.00
236	S.Y.	ADA Sidewalk Ramp	\$263.51	\$62,188.36	\$256.12	\$60,444.32	\$245.00	\$57,820.00	\$185.00	\$43,660.00
35	S.Y.	Concrete Removal	\$26.89	\$941.15	\$26.00	\$910.00	\$25.00	\$875.00	\$12.00	\$420.00
1	Ea.	Utility Adjustment (Valve Box Riser) (Valve Box) (Water)	\$93.00	\$93.00	\$200.00	\$200.00	\$100.00	\$100.00	\$100.00	\$100.00
5	Ea.	Utility Adjustment (Concrete Valve Box) (Water)	\$587.00	\$2,935.00	\$600.00	\$3,000.00	\$250.00	\$1,250.00	\$560.00	\$2,800.00
2	Ea.	Utility Adjustment (Manhole Riser) (Manhole) (Sewer)	\$200.00	\$400.00	\$300.00	\$600.00	\$125.00	\$250.00	\$225.00	\$450.00
6	Ea.	Utility Adjustment (Concrete) (Manhole) (Sewer)	\$973.00	\$5,838.00	\$1,400.00	\$8,400.00	\$350.00	\$2,100.00	\$975.00	\$5,850.00
1,573	L.F.	Pavement Marking (Thermoplastic) (White) (6" Solid)	\$0.86	\$1,352.78	\$0.80	\$1,258.40	\$0.80	\$1,258.40	\$1.73	\$2,721.29
323	L.F.	Pavement Marking (Thermoplastic) (White) (24")	\$15.06	\$4,864.38	\$14.00	\$4,522.00	\$14.00	\$4,522.00	\$12.00	\$3,876.00
3,152	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4" Solid)	\$0.65	\$2,048.80	\$0.60	\$1,891.20	\$0.60	\$1,891.20	\$1.40	\$4,412.80
2,981	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4" Double)	\$1.29	\$3,845.49	\$1.20	\$3,577.20	\$1.20	\$3,577.20	\$2.30	\$6,856.30
147	L.F.	Pavement Marking (Thermoplastic) (Yellow) (12" Diagonal)	\$7.53	\$1,106.91	\$7.00	\$1,029.00	\$7.00	\$1,029.00	\$7.00	\$1,029.00
44	Ea.	Pavement Marking (Int. Grade) (White) (Left Arrow)	\$247.37	\$10,884.28	\$230.00	\$10,120.00	\$230.00	\$10,120.00	\$290.00	\$12,760.00
1	L.S.	Temp Seed and Mulch	\$1,216.00	\$1,216.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$250.00	\$250.00
1	Ea.	Inlet Sediment Barrier	\$140.00	\$140.00	\$150.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00
1	C.Y.	Sediment Removal (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
1	L.S.	Permanent Seeding, Fertilizer and Mulch	\$7,570.00	\$7,570.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00
1	L.S.	Traffic Control	\$13,260.00	\$13,260.00	\$9,600.00	\$9,600.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00
1	Hr.	Flagger (Set Price)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1	Ea.	Loop Wire Repair	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT OF BASE BID:				\$633,129.85		\$642,050.85		\$829,937.01		\$592,816.24

**CITY OF EMPORIA, KS
BID TABULATION**

FOR 2021 STREET REHABILITATION PROJECT NO. PV2102 (VARIOUS LOCATIONS AROUND CITY) AND SOUTH EXCHANGE STREET PROJECT NO. PV2009

Location: City of Emporia
Date: 2:00 pm, April 27, 2021

Quantity Units Description		APAC-Kansas, Inc Emporia, KS		Killough Construction Ottawa, KS		Bettis Asphalt Topeka, KS		CITY ENGINEER'S ESTIMATE	
		Unit	Total	Unit	Total	Unit	Total	Unit	Total
<u>Mt. Vernon (Street Repair)</u>									
1	L.S.		\$435.00	\$2,600.00	\$2,600.00	\$5,600.00	\$5,600.00	\$1,000.00	\$1,000.00
173	S.Y.		\$7.53	\$5.00	\$865.00	\$39.45	\$8,824.85	\$2.05	\$354.65
20	TONS		\$166.18	\$100.00	\$2,000.00	\$247.28	\$4,945.60	\$75.00	\$1,500.00
98	L.F.		\$41.95	\$41.29	\$4,046.42	\$39.00	\$3,822.00	\$35.00	\$3,430.00
14	S.Y.		\$80.67	\$78.20	\$1,094.80	\$75.00	\$1,050.00	\$75.00	\$1,050.00
1	L.S.		\$112.00	\$250.00	\$250.00	\$750.00	\$750.00	\$100.00	\$100.00
1	L.S.		\$215.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00
1	L.S.		\$430.00	\$800.00	\$800.00	\$1,135.00	\$1,135.00	\$1,000.00	\$1,000.00
TOTAL OF MT. Vernon (Street Repair):			\$11,058.77	\$12,156.22	\$12,156.22	\$25,127.45	\$25,127.45	\$8,634.65	\$8,634.65
<u>South Exchange Street</u>									
1	L.S.		\$1,377.00	\$7,400.00	\$7,400.00	\$16,200.00	\$16,200.00	\$2,500.00	\$2,500.00
1	L.S.		\$2,151.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
2,580	S.Y.		\$5.25	\$2.49	\$6,424.20	\$6.10	\$15,738.00	\$6.00	\$15,480.00
60	S.Y.		\$7.53	\$11.00	\$660.00	\$61.21	\$3,672.50	\$2.05	\$123.00
600	TONS		\$75.74	\$92.30	\$55,380.00	\$95.43	\$57,258.00	\$76.00	\$45,600.00
1,178	L.F.		\$5.70	\$8.25	\$9,718.50	\$6.85	\$8,069.30	\$5.00	\$5,890.00
60	L.F.		\$51.13	\$87.18	\$5,230.80	\$130.72	\$7,843.20	\$28.00	\$1,680.00
2	Ea.		\$760.00	\$1,500.00	\$3,000.00	\$685.86	\$1,371.72	\$300.00	\$600.00
1	L.S.		\$660.00	\$700.00	\$700.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
200	L.F.		\$5.48	\$3.00	\$600.00	\$3.50	\$700.00	\$6.00	\$1,200.00
1	L.S.		\$4,610.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
1	L.S.		\$1,250.00	\$875.00	\$875.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00
TOTAL OF South Exchange Street:			\$81,887.20	\$98,488.50	\$98,488.50	\$121,552.82	\$121,552.82	\$77,773.00	\$77,773.00

CITY OF EMPORIA, KS BID TABULATION FOR 2021 STREET REHABILITATION PROJECT NO. PV2102 (VARIOUS LOCATIONS AROUND CITY) AND SOUTH EXCHANGE STREET PROJECT NO. PV2009										
					Location: City of Emporia					
					Date: 2:00 pm, April 27, 2021					
Quantity	Units	Description	APAC-Kansas, Inc Emporia, KS		Killough Construction Ottawa, KS		Bettis Asphalt Topeka, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
<u>Add Alternate No. 1</u>										
1	L.S.	Mobilization	\$1,085.00	\$1,085.00	\$2,750.00	\$2,750.00	\$9,800.00	\$9,800.00	\$2,500.00	\$2,500.00
3,918	S.Y.	Asphalt Mining	\$2.16	\$8,462.88	\$2.52	\$9,873.36	\$6.45	\$25,271.10	\$2.05	\$8,031.90
346	TONS	HMA (Commercial Grade) (Class A)	\$84.55	\$29,254.30	\$95.07	\$32,894.22	\$115.08	\$39,817.68	\$75.00	\$25,950.00
58	L.F.	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$41.95	\$2,433.10	\$41.29	\$2,394.82	\$39.00	\$2,262.00	\$35.00	\$2,030.00
8	S.Y.	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	\$66.68	\$533.44	\$85.33	\$682.64	\$62.00	\$496.00	\$68.00	\$544.00
24	S.Y.	ADA Sidewalk Ramp	\$263.51	\$6,324.24	\$256.12	\$6,146.88	\$245.00	\$5,880.00	\$185.00	\$4,440.00
2	Ea.	Utility Adjustment (Manhole) (Riser) (Manhole) (Sewer)	\$200.00	\$400.00	\$300.00	\$600.00	\$125.00	\$250.00	\$225.00	\$450.00
1	L.S.	Temp Seed and Mulch	\$775.00	\$775.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00
1	L.S.	Permanent Seeding, Fertilizer and Mulch	\$1,195.00	\$1,195.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$200.00	\$200.00
1	L.S.	Traffic Control	\$995.00	\$995.00	\$950.00	\$950.00	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00
TOTAL OF ADD ALTERNATE NO. 1:				\$51,457.96		\$57,791.92		\$90,576.78		\$45,245.90
TOTAL OF BASE BID, MT. VERNON (STREET REPAIR), SOUTH EXCHANGE STREET:				\$726,075.82		\$752,695.57		\$976,617.28		\$679,223.89
TOTAL OF BASE BID, MT. VERNON (STREET REPAIR), SOUTH EXCHANGE STREET & ADD ALTERNATE:				\$777,533.78		\$810,487.49		\$1,067,194.06		\$724,469.79
CORRECTED MATH FROM SUBMITTED BID										

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 8

SUBJECT: Consider Approval of Ordinance for Increase of Water Tap Fees.

RECOMMENDATION: Approve Ordinance for Increase of Water Tap Fees.

BACKGROUND SUMMARY:

The City of Emporia has charged the same amount to tap a water or sewer main for at least 12 years. Due to costs increasing over time, staff has calculated the current costs of the items provided and needed when a tap is performed. A review of other city's charges has also been conducted. The other city charges range from \$340 to \$3,600. The cost to the City of Emporia for each 1" tap for a 5/8" meter set up is \$1,100.

After discussions with the City Commission in study sessions a proposed ordinance has been presented. The water ordinance has been expanded to clarify the requirements to apply for water service, increased cost for a water tap, service line requirements and meter information.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO 20-__

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO MUNICIPAL WATER WORKS; AMENDING SECTION 28-18, 28-20, 28-21, AND 28-22 OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

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

Section 1. That Section 28-18 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“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; Ord. 21-____, § 1, 5-5-2021)”

Section 2. That Section 28-20 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-20. Taps:

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; Ord. 21-_____, § 2, 5-5-2021)”

Section 3. That Section 28-21 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“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. 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; Ord. 21-_____, § 3, 5-5-2021)”

Section 4. That Section 28-22 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-22. Meters:

(a) All water sold by the city shall be measured by meter. 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; Ord. 21-____, § 3, 5-5-2021)"

Section 5. That Sections 28-18, 28-20, 28-21, and 28-22 of the Code of the City of Emporia, Kansas as they existed prior to the adoption of this ordinance are hereby repealed.

Section 6. This ordinance shall take effect upon its publication in the official City newspaper.

Section 7. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, KS as an amendment thereto and shall be appropriately numbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 5th day of May 2021.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 9

SUBJECT: Consider Agreement with Emporia Rec Commission to Operate Jones Aquatic Center for 2021.

RECOMMENDATION: Approve Agreement and Authorize Mayor to Sign.

BACKGROUND SUMMARY:

The Emporia Recreation Commission has operated the Jones Aquatics Complex for the City of Emporia for many years. Attached is an agreement proposal between the City of Emporia and the Emporia Recreation Commission for the 2021 season. The agreement is substantially similar to previous years. The ERC will be responsible for daily operations and staffing. The City will pay for utilities and major repairs. At the end of the season, the City will pay for any deficit in JAC operation expenses up to \$47,000.

A copy of the agreement is attached for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

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

THIS AGREEMENT made this 5th day of May 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

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 10

SUBJECT: Report from the City Manager on City Activities

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

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

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

Tentative Agenda for May 12th Study Session at 9:30 a.m.

- Electric Scooters.
- Discuss REG ICA Termination.
- Sewer System Connection Policy.
- Continued Discussion for City of Emporia Stormwater Management Plan.
- Wage Scale Discussion.
- Discuss Revenue Neutral Rate.
- Discuss Credit Card Convenience Fee.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 11

SUBJECT: City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY:

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

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 12

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

This is a time, for the City Commissioners request an Executive Session for 15-minutes for the preliminary discussion of the acquisition of real property.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: May 5, 2021

ITEM NUMBER: 13

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

This is a time, for the City Commissioners request an Executive Session for 15-minutes.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____