



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 56-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 voucher, food pantry, Senior Farmer's Market Checks, laundry services, 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 the City of Emporia is 20.51%; 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, the City of Emporia and ECKAN have worked together to meet the needs of our most vulnerable citizens;

NOW, THEREFORE, I, Becky Smith, Mayor of the City of Emporia, do hereby proclaim May 2022 as

COMMUNITY ACTION MONTH

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

On this 4th day of May 2022

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, America's strongest economic growth in almost 40 years has been driven by the resilience of our small businesses who, despite a worldwide pandemic, continue to pioneer innovative solutions to our country's greatest challenges and create opportunities for families and workers; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge to the small manufacturers driving our competitiveness on the global stage, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, when we support small businesses, jobs are created, local communities preserve their unique culture; and

WHEREAS, because this country's 32.5 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the City of Emporia supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our local communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Becky Smith, Mayor of the City of Emporia, do hereby proclaim May 1 through May 7, 2022, as

NATIONAL SMALL BUSINESS WEEK

On This 4th Day of May 2022

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Emporia; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Emporia to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

THEREFORE, IT RESOLVED, I, Becky Smith, Mayor of the City of Emporia do hereby designate the week of May 15–21, 2022, as

National Public Works Week

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life

On this 4th Day of May 2022

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



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, I, Becky Smith, Mayor of the City of Emporia, Kansas, do hereby recognize May 15 - 21, 2022, as

National Police Week

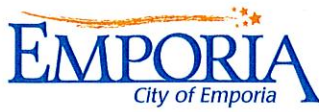
and remember those throughout our Nation who lost their lives while protecting others.

DONE this 4th Day of May 2022

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

Title: Consider the Appointment of a Member to the Community Housing Board/Emporia Land Bank

Proposed Agenda Date: May 4, 2022

Presented By: Jeff Lynch, Community Development Coordinator

BACKGROUND:

The Community Housing Board/Emporia Land Bank currently has two vacancies on its board. An application for this board has been received from Maria Salazar.

DISCUSSION:

FINANCIAL CONSIDERATIONS:

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the appointment of Maria Salazar

ATTACHMENTS:

Board Application

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

RECEIVED
APR 06 2022
BY: *[Signature]*

DATE: 04/07/2022

NAME: Maria E Salazar
First Name MI Last Name

ADDRESS: 1021 Cottonwood St
Street
Emporia KS 66801
City State ZIP

Email: msalazar2016.ms@gmail.com

PHONE: 316-749-0388

PLACE OF EMPLOYMENT: Emporia State University

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 20 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
COMMUNITY HOUSING BOARD

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE

ADVISORY BOARD(S) MENTIONED ABOVE:

I am interested in the community housing board because it is an important part of the Emporia community. I was born and raised in Emporia and I am passionate about improving the living conditions of our communities and our neighbors quality of life. One small way I have demonstrated this, is by simply picking up trash. I also see this as an opportunity to learn more about the housing in Emporia. I would love to offer my time to help the Emporia residents and community.

OTHER ACTIVITIES AND INTERESTS:

N/A

In Lieu of Signature, Click Here



Commission Action Report

Title: Road 180 Paving Improvements Project Easement Acquisitions
Proposed Agenda Date: May 4th, 2022
Presented By: Jim Ubert, City Engineer

BACKGROUND:

Road 180 Paving Improvements Project No. PV1910 KDOT Project No. 56 KA-6154-01 consists of roadway and drainage from Americus Road to Road F5. Right of Way purchases are necessary to construct the paving improvements project.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

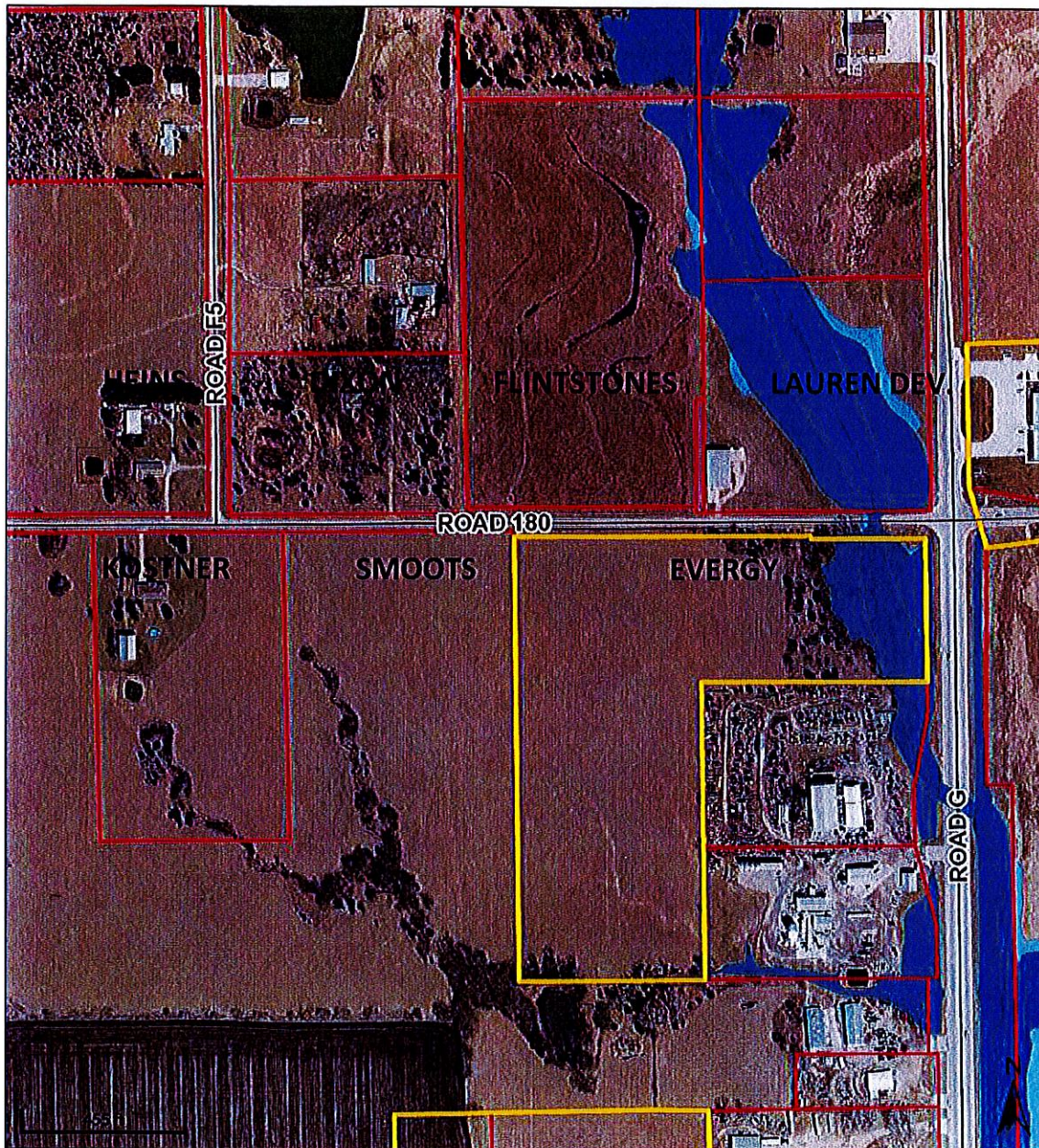
N/A

RECOMMENDED ACTION:

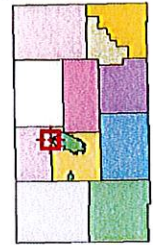
Consider accepting Right of Way from Evergy Kansas Central Inc, James & Lydia Kostner, and Smoots Enterprises II, LLC.

ATTACHMENTS:

Right of Way documents and exhibits.



Overview



Legend

-  Parcels
-  City Limits
-  Road Centerline
- Flood Hazard Areas**
 -  1% Annual Chance Flood
 -  0.2% Annual Chance Flood

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 4/19/2022

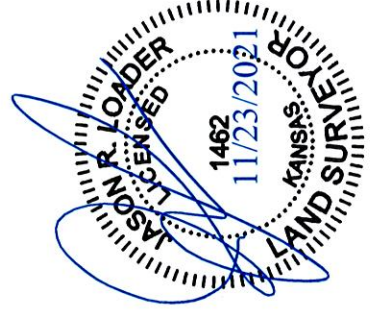
Last Data Uploaded: 4/11/2022 11:11:02 PM

Developed by  **Schneider**
GEOSPATIAL

DESCRIPTION:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, LOCATED IN THE COUNTY OF LYON, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED BY JASON R. LOADER, PS 1462 ON NOVEMBER 9, 2021 AS FOLLOWS:

ALL BEARINGS ARE BASED ON AN ASSUMED BEARING OF N 89°24'27" E ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, LYON COUNTY, KANSAS; COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE, N 89°24'27" E 315.00 FEET; THENCE S 00°35'33" E 24.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROAD 180, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTH LINE, N 89°24'34" E 509.73 FEET; THENCE S 00°35'33" E 25.03 FEET; THENCE S 89°24'27" W 509.73 FEET; THENCE N 00°35'33" W 25.04 FEET TO THE POINT OF BEGINNING. CONTAINS 0.29 ACRES, MORE OR LESS.
END OF DESCRIPTION



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KAW VALLEY ENGINEERING

EXHIBIT A
NOVEMBER 23, 2021
2787EXBA 1 OF 2 TDA

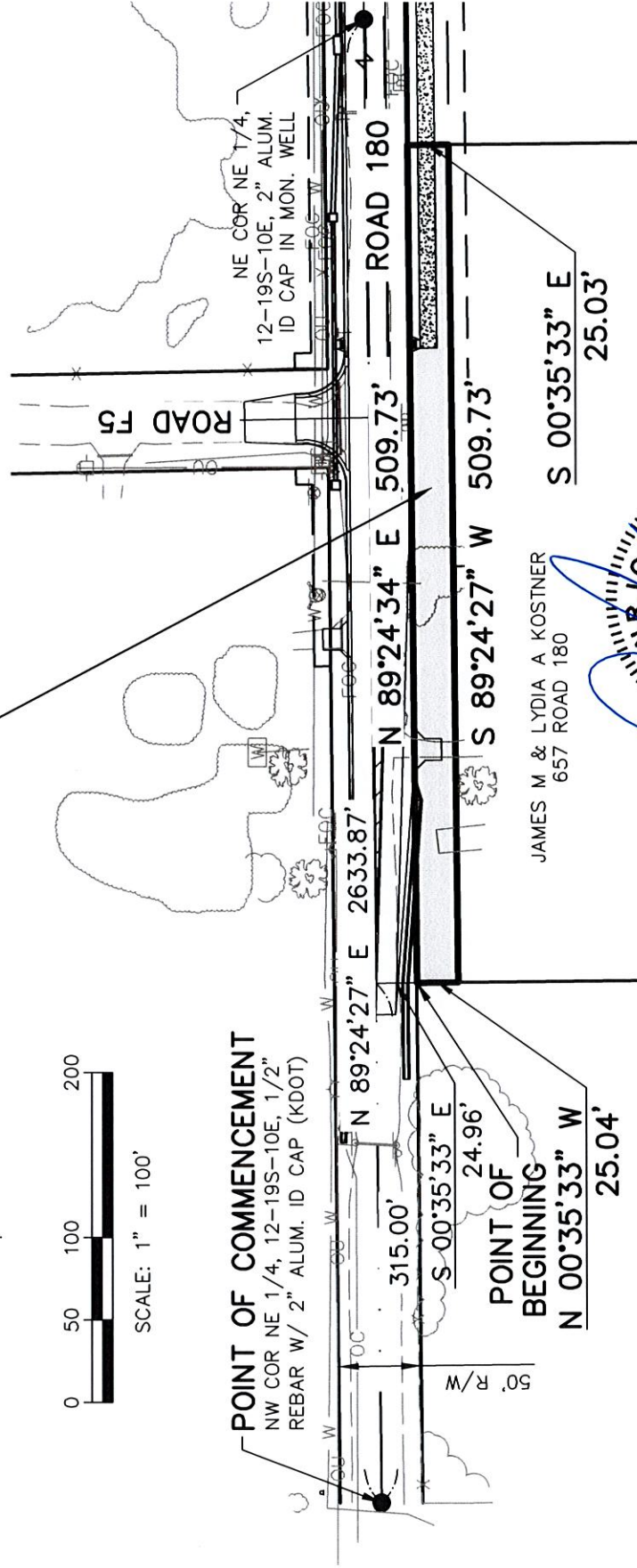


SCALE: 1" = 100'

NEW RIGHT-OF-WAY
= 0.29 ACRES

POINT OF COMMENCEMENT

NW COR NE 1/4, 12-19S-10E, 1/2"
REBAR W/ 2" ALUM. ID CAP (KDOT)



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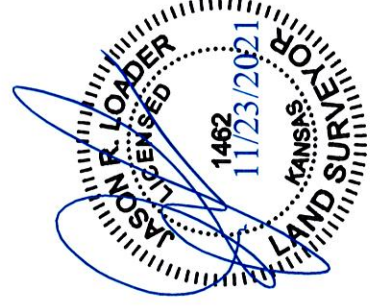
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NOVEMBER 23, 2021
2787EXBA 2 OF 2 TDA

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END OF DESCRIPTION

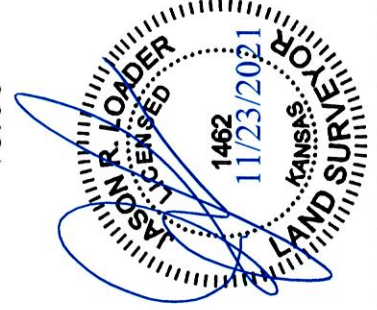
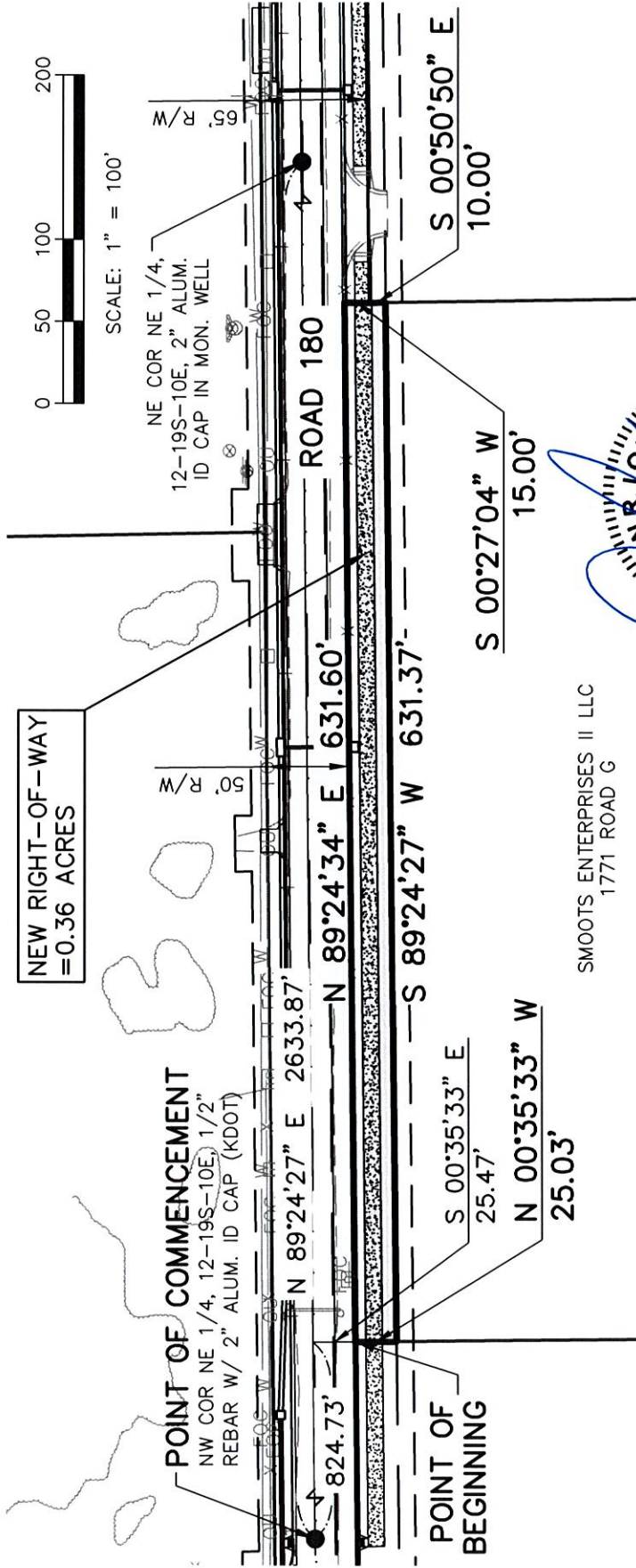


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EXHIBIT B
NOVEMBER 23, 2021
2787EXBB 1 OF 2 TDA



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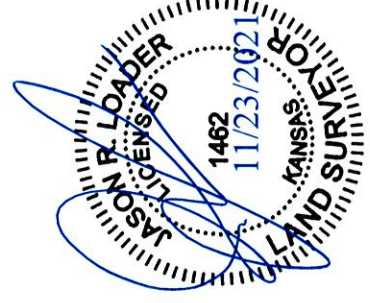
KAW VALLEY ENGINEERING

EXHIBIT B
NOVEMBER 23, 2021
2787EXBB 2 OF 2 TDA

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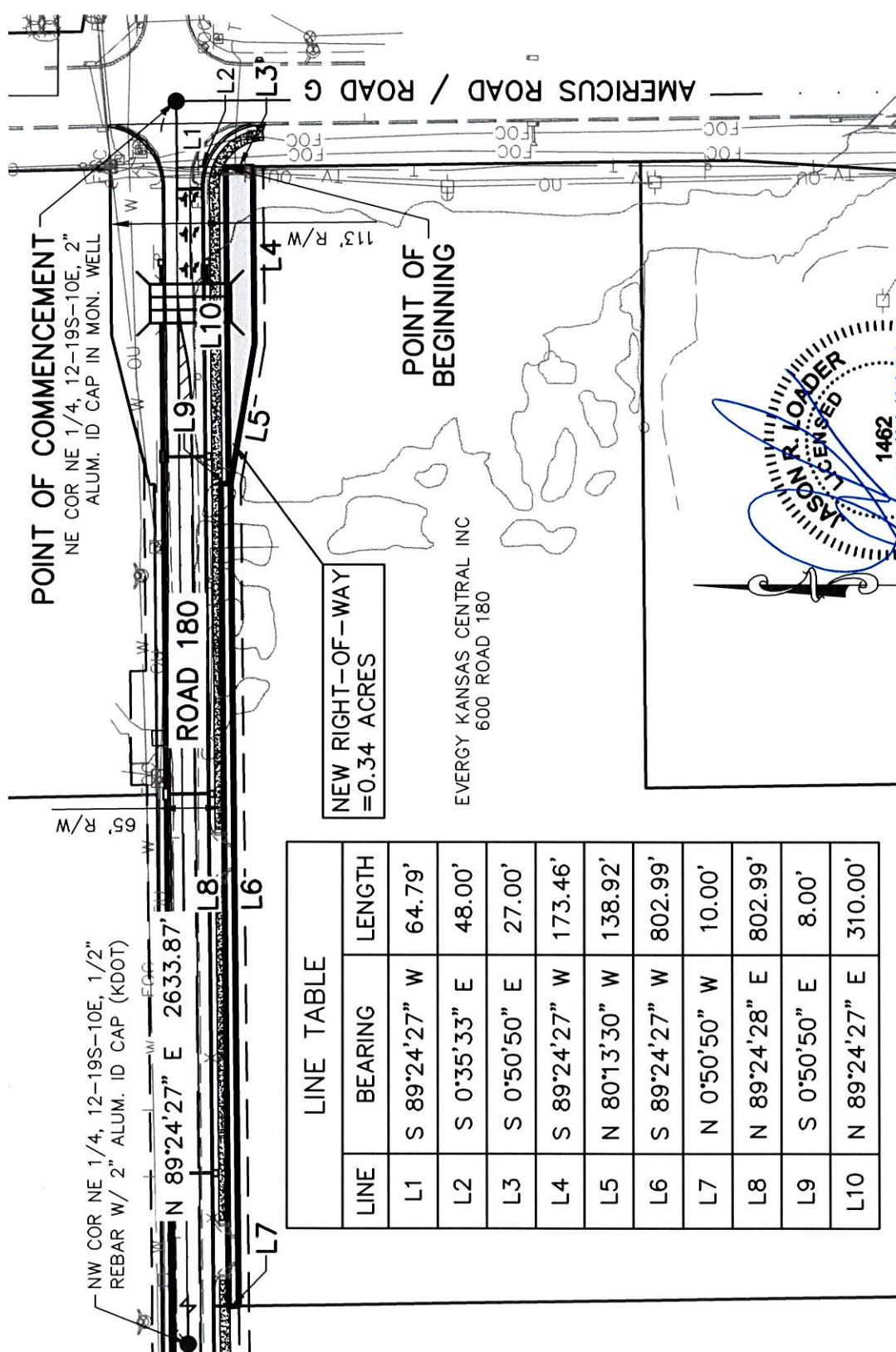
ALL BEARINGS ARE BASED ON AN ASSUMED BEARING OF S 89°24'27" W ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH PRINCIPAL MERIDIAN, LYON COUNTY, KANSAS; COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE, S 89°24'27" W 64.79 FEET; THENCE S 00°35'33" E 48.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ROAD 180 AND THE WEST RIGHT-OF-WAY LINE OF AMERICUS ROAD/ROAD G, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID WEST LINE, S 00°50'50" E 27.00 FEET; THENCE S 89°24'27" W 173.46 FEET; THENCE N 80°13'30" W 138.92 FEET; THENCE S 89°24'27" W 802.99 FEET; THENCE N 00°50'50" W 10.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE ON SAID SOUTH LINE, N 89°24'28" E 802.99 FEET; THENCE CONTINUING ON SAID SOUTH LINE, S 00°50'50" E 8.00 FEET; THENCE CONTINUING ON SAID SOUTH LINE, N 89°24'27" E 310.00 FEET TO THE POINT OF BEGINNING. CONTAINS 0.36 ACRES, MORE OR LESS.
END OF DESCRIPTION



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EXHIBIT C
NOVEMBER 23, 2021
2787EXBC 1 OF 2 TDA

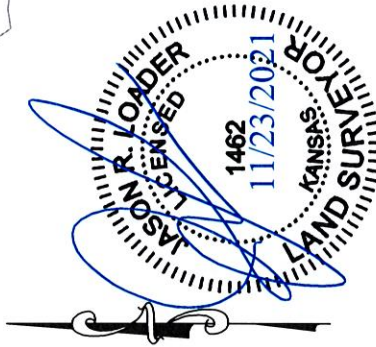


LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°24'27" W	64.79'
L2	S 0°35'33" E	48.00'
L3	S 0°50'50" E	27.00'
L4	S 89°24'27" W	173.46'
L5	N 80°13'30" W	138.92'
L6	S 89°24'27" W	802.99'
L7	N 0°50'50" W	10.00'
L8	N 89°24'28" E	802.99'
L9	S 0°50'50" E	8.00'
L10	N 89°24'27" E	310.00'



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SCALE: 1" = 150'



Commission Action Report

Title: Resolution No. 3672 for the Transportation Alternatives Program

Proposed Agenda Date: May 4, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

The City of Emporia Engineering Department wishes to submit an application for the 2023 Sidewalk System Improvement project. This project will furnish 80% of the total cost for two sidewalk improvement and construction projects.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

The City of Emporia, using a reimbursement project, will be responsible for 20% of the total estimated contract price, a total cost estimate of \$604,680.00 with the City's responsibility being \$120,936.00.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve the Transportation Alternatives Program resolution of support and funding of the City's portion of the project (if funded by KDOT).

ATTACHMENTS:

Resolution of support.

RESOLUTION: 3672

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF EMPORIA TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE 2023 SIDEWALK SYSTEM IMPROVEMENT PROJECT IN THE CITY OF EMPORIA AND AUTHORIZING THE CITY MANAGER, TREY COCKING TO SIGN THIS APPLICATION.

WHEREAS, the City of Emporia, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal-aid to public agencies; and

WHEREAS, the City of Emporia, Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$483,744.00, 80% of the total estimated construction costs of \$604,680.00 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2023-24; and

WHEREAS, the City of Emporia, Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

WHEREAS, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

WHEREAS, the City of Emporia, Kansas, acknowledges availability of the required local match of no less than 20% and the availability of funds to pay all upfront costs, since the TA Program is a cost reimbursement program; and,

WHEREAS, the City of Emporia, Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

WHEREAS, after appropriate public input and due consideration, the Governing Body of City of Emporia, Kansas, has recommended that an application be submitted to the State of Kansas for the 2023 Sidewalk System Improvement project.

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

SECTION 1. That the City of Emporia, Kansas, does hereby authorize City Manager to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of city of Emporia, Kansas.

SECTION 2. That the City of Emporia, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for a minimum 20% match and all non-reimbursable expenses, e.g. PE, ROW, utilities, etc. for the 2023 Sidewalk System Improvement project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Emporia, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the 2023 Sidewalk System Improvement project will be available for the life of the project.

SECTION 4. That the City of Emporia, Kansas, hereby assures the Kansas Department of Transportation that the City of Emporia, Kansas, will have title or permanent easement to the 2023 Sidewalk System Improvement project by the time of project letting, if necessary.

SECTION 5. That the City Manager of City of Emporia, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Emporia, Kansas. The City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Emporia in this and subsequent related activities.

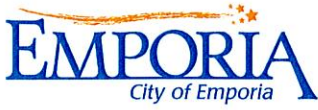
SECTION 6. That the City of Emporia, Kansas, hereby assures the Kansas Department of Transportation that the City of Emporia, Kansas, is willing and able to, if the 2023 Sidewalk System Improvement project is selected for funding, administer all activities involved with the 2023 Sidewalk System Improvement project.

ADOPTED AND PASSED by the Governing Body of the City of Emporia, Kansas, this 4th of May 2022.

Beck Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: NLC Service Line Warranty Program
Proposed Agenda Date: May 4, 2022
Presented By: Janet Harrouff Director of Finance

BACKGROUND:

On April 13, Wes Preston with HomeServe made a presentation about the service line warranty program they offer. The program provides a warranty for water and sewer service lines that are the homeowner's responsibility. The program is endorsed by the National League of Cities.

DISCUSSION:

The contract has been changed to reflect the city will not be receiving the \$0.50 per subscription per month and this is reflected on the homeowner's monthly fee. HomeServe logo has been included on the front letter to the residents.

FINANCIAL CONSIDERATIONS:

No cost to the City of Emporia – Homeowners pay a subscription fee

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the contract and letter that will be sent to residential customers in Emporia.

ATTACHMENTS:

Contract and Letter to residential customers in Emporia

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Emporia, Kansas (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the

applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Janet Harrouff
City of Emporia
522 Mechanic St
Emporia, KS 66801-3950
Email: jharrouff@emporia-kansas.gov
Phone: (620) 343-4286

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Kansas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF EMPORIA

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Emporia
Term Sheet
April 27, 2022

- I. Initial Term. Three Years.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:
 - A. External water service line plan (initially, \$5.99 per month)
 - B. External sewer/septic line plan (initially, \$7.99 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.49 per month)Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 33310
PERMIT NO. 750





Dear City of Emporia Homeowner;

The City of Emporia has partnered with Service Line Warranties of America (SLWA), a provider of home emergency repair solutions to homeowners nationwide, to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Emporia homeowners.

Many homeowners are not aware that they are responsible for certain repairs; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on their private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns.

Optional plans from SLWA can help protect you from the potentially expensive repair costs of water and sewer/septic lines inside and outside your home.

The enclosed information is provided to help you decide whether a plan from SLWA is right for you.

Please visit www.slwofa.com for frequently asked questions and links to additional information. You can also call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings.

The City of Emporia

Coverage from Service Line Warranties of America (SLWA) is an optional, third-party, non-tariffed service. Emporia homeowners are not required to sign up for this service.



Information for Emporia Homeowners



<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Please Reply

Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

The City of Emporia has selected Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$8,500 per call for covered water service or well line repairs, and as many service calls as you need up to \$8,500 per call for covered sewer/septic line repairs (30-day wait includes a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$5.99 per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money and the time of finding a plumber, which can be difficult in the best of times. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the City of Emporia.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

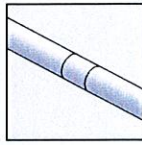
Sincerely,

Andrew Wright
SVP, Customer Service / SLWA

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect any service you have with your local utility or community.

What would you do in an exterior line emergency?

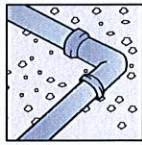
The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace water service line (26–100 ft.)

\$2,661

**Plan Members:
No Charge†**

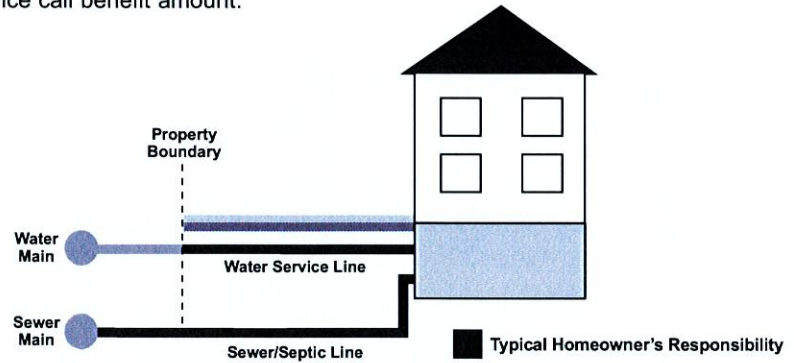


Replace sewer/septic line (26–75 ft.)

\$5,054

**Plan Members:
No Charge†**

†National average repair costs as of June 2020. No charge for covered repairs up to the service call benefit amount.



The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's covered" section.

Who is eligible for coverage?

An owner of both a residential single structure permanently secured to the ground and the land it is located on may be eligible for coverage. Properties used for commercial purposes are not eligible for coverage. In IA, properties with more than 4 dwelling units are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service or exterior sewer/septic lines, or your exterior sewer/septic line has failed a smoke or dye test without resolution prior to enrollment. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service line or exterior sewer/septic line may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage.

What should I know about this coverage?

What's covered: Coverage is for the following exterior lines, for which you have sole responsibility, that have experienced an operational failure, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace an exterior water service line from your utility's responsibility or external wall of your well casing to the external wall of your home. **Exterior Sewer/Septic Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace a sewer line that takes wastewater away from the exit point within your home up to your utility's responsibility, or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below. Additional exclusions apply. **Exterior Water Service Line Not Covered:** Branch lines; pressure reducing valves; or backflow prevention devices. **Exterior Sewer/Septic Line Not Covered:** Septic/collection tanks; leaching fields; grinder pumps; non-conforming drain lines; or branch lines. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com.

When can I make a service call?

Your plan(s) start the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

What quality of repair can I expect?

Local, licensed and insured plumbers perform covered repairs, which are guaranteed against defects in materials and workmanship for one year.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

Acceptance Form

Phone #

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Please Reply



<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

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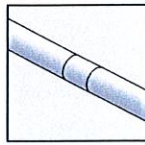
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Andrew Wright
SVP, Customer Service / SLWA

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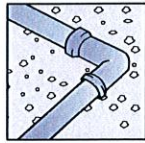
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\$2,661

**Plan Members:
No Charge†**

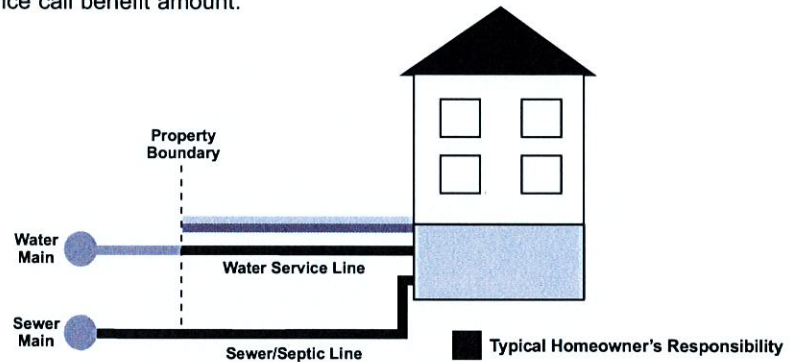


Replace sewer/septic line (26–75 ft.)

\$5,054

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†National average repair costs as of June 2020. No charge for covered repairs up to the service call benefit amount.



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Who is SLWA?

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Acceptance Form



Service Line Warranties®
of America

Phone #

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☐ \$95.88

Signature (required)



Consent Agenda

Proposed Agenda Date: May 4, 2022

Presented By: Trey Cocking, City Manager

ITEMS:

- A. Approve the minutes of April 20, 2022, City Commission Meeting.
- B. Ratification and Approval of the Payroll Ordinances for the period ending April 25, 2022.
- C. Free Dump Days
- D. Set Bid Date and Time for 2022 Street Resurfacing Project.
- E. Consider Approval of City Surplus Real Property List.
- F. Change Order No. 1 for Funston Street Paving Improvements Project.
- G. Ordinance No. 22-18 Authorizing Beer Garden on June 2nd for Unbound Expo Event.
- H. Ordinance No. 22-19 Authorizing Beer Garden on June 3rd for Unbound Expo Event.

RECOMMENDED ACTION:

Approve the Consent Agenda as presented.



Commission Action Report

Title: Free Dump Days
Proposed Agenda Date: May 4, 2022
Presented By: Dean Grant, Director of Public Works

BACKGROUND:

Free Dump Days is an opportunity for citizens of Emporia, Lyon County, and Chase County to bring garbage and construction/demolition to the transfer station/landfill free of charge. Customers must present their April electric bill, and they are limited to 1 trip of not more than 1,000 pounds and passenger vehicles with less than 1-ton capacity. Tires, refrigerant-containing appliances, commercial industries, and businesses are charged at normal rates. Last year, 2021, the event saw 1,039 customers from the City of Emporia, Lyon County, and Chase County dispose of 153 tons of trash and 58 tons of construction demolition during the event.

DISCUSSION:

City staff would like to hold the 2022 event from May 14th to May 22nd.

FINANCIAL CONSIDERATIONS:

The Transfer Station lost out on approximately \$8,312.00 in revenue. The event incurred \$5,134.68 in hauling and disposal costs (Hamm), plus the labor costs to staff the transfer station and equipment costs to push trash and cover the construction demolition area.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the Free Dump Days for 2022 to be held from May 14th to May 22nd.

ATTACHMENTS:

Spring Landfill Days 2022

A Landfill Days event sponsored by the City of Emporia/Lyon County begins Saturday, May 14th, and continues through Sunday, May 22nd. This year's event rules have changed.

- **Landfill Days will be limited to 1 trip** for Residents of Lyon and Chase Counties.
- **April 2022 Electric Bill** must be presented to the Gate Attendant prior to entry to qualify.
- **The first 1,000 pounds is free of charge.** Additional materials over 1000 pounds will be charged at the normal rate as set by Section 23 -74 of the City of Emporia Ordinance (Trash @ \$.2420 per 10 pounds/ Construction Demolition @ \$.1310 per 10 pounds).
- **Vehicle size for the event is restricted** to passenger cars, light trucks (1 ton or less) or trailers.
- **Commercial/Industrial businesses are not eligible for this event.**
- **The disposal of tires and appliances containing refrigerant** will be charged at the normal rate.

City of Emporia/Lyon County Transfer Station
3100 W. South Avenue

Landfill Days Hours of Operation

8:00 a.m. – 5:00 p.m. Monday – Saturday
1:00 p.m. – 5:00 p.m. Sunday

Customers are reminded that all loads must be secured or covered to avoid a penalty fee



Commission Action Report

Title: Consider Approval of City Surplus Real Property List

Proposed Agenda Date: May 4, 2022

Presented By: Jeff Lynch, Community Development Coordinator

BACKGROUND:

The sale of surplus real property is included in the City Policy Manual

DISCUSSION:

The purpose is to establish procedures to regularly review city-owned real property, identify the surplus property, and make such property available for sale or disposition for the benefit of the community.

FINANCIAL CONSIDERATIONS:

Costs to hold and maintain the property; Designation of how sale proceeds will be assigned.

OTHER CONSIDERATIONS:

A possible deed or contractual restrictions.

RECOMMENDED ACTION:

Approval after due diligence of the above considerations.

ATTACHMENTS:

City Surplus Real Property List

Surplus Real Property List:

- 1) 118 E. Sixth Ave. (Carnegie Library)
- 2) 525 Merchant St. (White Park)



Commission Action Report

Title: Set Bid Time and Date for 2022 Street Resurfacing Project
Proposed Agenda Date: May 4, 2022
Presented By: Dean Grant, Director of Public Works

BACKGROUND:

The Street Division has put together the quantities for the 2022 Street Resurfacing Project (see attached for the list of street segments), and we would like to set a bid date and time for the project.

DISCUSSION:

Set bid date and time for June 7, 2022.

FINANCIAL CONSIDERATIONS:

The budget for the project is \$200,000.00, and the estimated cost is \$205,013.01.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Set bid date and time for June 7, 2022.

ATTACHMENTS:

Notice to Bidders and Project Specs

May 4, 2022

Dear Vendor:

The City of Emporia is requesting proposals for the City's 2022 street seal program. The program will consist of laying of approximately 49,064 square yards of chip seal, 14,500 pounds of crack seal, 20 tons of Leveling Course, and 12,034 square yards of milling.

Enclosed is a copy of Instructions, Specifications, and Proposal Form for the chip seal, milling, and crack seal. Proposals shall include all pertinent information such as mix design so that city staff can make an informed recommendation for award. Please return your proposals to the City Purchasing Office, 104 E. 5th, Emporia, Kansas 66801, no later than 2:00 p.m., on June 7, 2022. Sealed envelopes containing proposals should be marked "**CHIP SEAL**".

A statutory and performance bond will be required for this project. A bid bond will not be required. If you have further questions regarding the proposal process, please call me at (620) 343-4253. If you have any questions concerning the project, please call Jeff Meek at (620) 340- 6331. Thank you for your time and interest in serving our needs.

Sincerely,

Dean Grant
Director of Public Works

Enclosures

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS

Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each invitation for proposal, invitation to bid, purchase order or award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.

CONDITIONS OF BIDDING

1. **Proposal Forms:**
Bids shall be submitted on the forms provided by the City when made available. The bidder should retain one copy for his files and submit one signed copy no later than 2:00 p.m., May 3, 2022. Envelopes containing quotations are to be marked "Chip Seal Bids". Quotations are to be returned to the Purchasing Office, 104 E. 5th, Emporia, Kansas 66801.
2. **Late Bids:**
Formal bids, amendments thereto, or request for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:**
A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Freight On Board:**
All prices are to be F.O.B. Emporia, Kansas, or destination as specified by the City in the following documents.
5. **Completeness:**
All information required by Invitation to bid must be supplied to constitute a proper bid.
6. **Bids Binding 60 Days:**
Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the City, agrees to an extension.
7. **Rejection of Bids:**
The City reserves the right to accept or reject any or all quotations, or parts thereof.
8. **Payment Terms:**
The City pays for materials received, on or near the tenth (10th) day of the following month after delivery of goods or services, unless otherwise stated in the specifications.
9. **Tax Exemption:**
The City is exempt from all local, state and federal taxes.
10. **Liquidated Damages:**
The City reserves the right to assess a late penalty of up to 2 percent per day, unless otherwise specified, if the commodity or service is not delivered within the time period agreed upon.
11. **Bids for All or Part:**
Unless otherwise specified by the City or by the bidder, the City reserves the right to make award on the bid in whole, or in any part thereof, according to the best interest of the City. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

12. **Errors in Bids:**
When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, may not relieve the bidder. Erasures or changes in bids must be initialed.
13. **Questions Re: Specifications:**
Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.
14. **Response to Invitations:**
In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the City qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings.
15. **Multiple Bids:**
Bidders will be allowed to offer more than one price on each item if he feels that he has two or more types or styles that will meet specifications; this does include demonstrator models and last year's models. Bidders must submit separate proposal forms for each of the multiple bids.
16. **Catalogs:**
Each bidder shall submit in duplicate where necessary or when requested by the City, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
17. **Competency of Bidder:**
The bidder, if requested, must present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications.

BID DEPOSIT

18. **Bid Bond, Certified or Cashier's Check:**
When required, each bid shall be accompanied by a bid deposit. Bid deposits shall be in the form of a bid bond issued by a surety company authorized to do business in the State of Kansas and acceptable to the City, by cashier's check, certified check, treasurer's check, or other direct obligation drawn on a responsible bank doing business in the State of Kansas, and made payable to the City of Emporia, Kansas, or a United States Postal Money Order. In computing the amount of the bid deposit, trade-ins are not to be deducted. In the event the bidder has on file with the City an annual bid bond approved by the City with an uncommitted balance equal to or greater than the bid deposit requirements, said annual bid bond may be utilized in lieu of the bid deposit requirement of this paragraph.
19. **Performance Bond:**
The successful bidder or bidders on this bid may be asked to furnish a performance bond as indicated on the bid cover, made out to City of Emporia, Kansas, prepared on an approved form, as security for the faithful performance of his contract, within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Kansas, and acceptable to the City. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his notification the required performance bond, shall forfeit to the City of Emporia, Kansas, as liquidated damages their bid deposit.

- 20. Samples:**
The samples submitted by bidders may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after award was made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated as well as removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Office" and each sample shall bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

SPECIFICATIONS

- 21. Trade Names:**
In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equivalent item" unless the proposed "equivalent" is definitely indicated therein by the bidder.

The reference to the manufacturer's name, trade name or catalog number is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposed to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the articles covered by his bid.

The City hereby reserves the right to approve as an equivalent, or to reject as not being an equivalent, any article the bidder proposed to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

- 22. Formal Specifications:**
The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error omission but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

- 23. Award or Rejection of Bids:**
The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. The City

reserves the right to reject any or all bids or parts thereof and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigations show is not in a position to fully perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the City.

- a. The ability, capacity and skill of the Bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgement, experience and efficiency of the Bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the Bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. The resale value of the subject of the contract.
- i. Such other information as may be secured by the City having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the City shall consider deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. Notice of Acceptance:

A written award (or Acceptance of Bid) is effective upon mailing or personal delivery to the successful bidder.

25. Tie Bids:

In the event of a tie bid, it will be awarded within the City's sole discretion.

26. Resident Bidders - Preference:

The City reserves the right to award bids to local vendors if it is deemed to be in the best interest of the City.

27. Specific Bid Quantities:

Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

28. Requirements Bid Quantities:

On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

CONTRACT PROVISIONS

29. Contract Alterations:

No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Purchasing Agent.

30. Subletting of Contracts:

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the prior written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

31. **Default:**
The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. In the event of default, the City may make an award to the next low bidder, perform the necessary work itself, obtain the articles specified under the contract on the open market, seek specific performance from the contractor, or take such other action as may be necessary in the best interest of the City to obtain performance of the contract. In any event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, That the Contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the City, shall constitute contract default.
32. **Delivery Failure:**
Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.
33. **Non-Liability:**
The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the City's opinion, is beyond the control of the contractor. Under such circumstances, however, the City may in its discretion, cancel the contract.
34. **New Goods, Fresh Stock:**
All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack. Demonstrator models and items that slight use will not affect the useful life of item will be considered as an alternate.
35. **Non-discrimination:**
As per Kansas Statute Number 44-1030, no contractor who is the recipient of City funds, or who proposed to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant, or any member of the public, because of religion, race, age, sex, color, or national origin nor otherwise commit an discriminatory employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors, and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
36. **Guarantee:**
Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all services furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, upon notification, the contractor, at his expense, shall repair or adjust the services to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

37. **Placing of Orders:**
Orders against contracts will be placed with the Contractor with a Purchase Order. Telephonic orders placed directly with the Contractor by the ordering Agency may be authorized by the Purchasing Agent.

DELIVERY PROVISIONS

38. **Responsibility for Materials Shipped:**
The contractor shall be responsible and bear the risk for all materials or supplies covered by the City. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the contractor to remove the rejected materials or supplies within ten (10) days after date of notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.
39. **Inspections:**
Inspection and acceptance of materials or supplies will be made after delivery. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City or such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
40. **Packing Slips or Delivery Tickets:**
ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Shipped
The Quantity Back Ordered
The Name of the Contractor
Bidders are cautioned, that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.
41. **General Guaranty: Contractor agrees to:**
a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, or any agencies thereof.
42. **Indemnity:**
Contractor shall indemnify and save harmless the City, its agents, officials and employees, against all injuries to person or property, including, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue as a consequence of the granting of this contract, the contractor's performance of the same, or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor, its agent, employees, suppliers, subcontractors or their employees, or of the City or its employees, and the contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the City in any such action, the contractor shall at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by

Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the City as herein provided.

43. Collusive Bidding:

The Bidder certifies that his bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

44. Pre-Bid Conferences:

Pre-bid conferences are held to inform vendors of changes in specifications, provide time for a vendor/contractor to ask questions, or to comment on the specifications. Pre-bid conferences will be held in a timely manner so as to allow time for addendums to be sent to interested vendors before the bid date. Pre-bid conferences will also be used as a time to view the job site and trade-in unit(s).

Company: _____

Address: _____

Telephone Number: _____ Date: _____

Contact Person: _____

Signature of Company Representative: _____

MILL PLANING

1. LOCATION

The location of this work will be as described in the Street Quantity Breakdown Sheets and include the intersections as directed by the Public Works Director.

2. DESCRIPTION

Mill planing will be done with a machine specially designed for the removal of asphalt and concrete pavement which will produce a particle size less than one (1) inch. This process will not employ the use of heaters or other softening agents.

The intent of the milling is to remove only the asphaltic concrete materials from face to face of curb or edge of gutter to edge of gutter as directed by the Public Works Director.

The milled material shall become the property of the owner and be transported to a location as directed and approved by the Public Works Director, and stockpiled. The Contractor will relocate any millings hauled to a location not approved by the Public Works Director to an approved area at no charge to the City. Milled material will not be recycled and incorporated in the bid item Hot Mixed Asphalt. Milled streets shall be broom cleaned immediately after milling and before opening to traffic. Temporary traffic striping to be installed as directed.

Stockpiling will require equipment to stack the milled material at the stockpile site.

3. BASIS OF PAYMENT:

Payment for mill planing shall be per square yard and shall include all labor, equipment, and materials to mill plane, load, haul, stockpile and stack the milled material and install temporary striping. The City will pay for the actual amount of edge milling completed by the contractor. For bid comparisons the City will use the quantity of 12,034 square yards when comparing the bids and reaching a recommendation for award.

**SPECIFICATIONS AND INSTRUCTIONS
CRACK SEAL AND CHIP SEAL PROGRAM
FOR THE CITY OF EMPORIA**

1. **CRACK SEAL**

In preparation for the chip seal program a crack seal program will be required. Crack seal shall consist of cleaning all longitudinal and transversal cracks of dirt, rocks, vegetation, and other foreign material. Applying either a fiber based or hot rubber material to the areas cleaned. The crack seal program will be priced separately on a price per pound of material installed. The City will pay for the actual amount of crack seal used by the contractor. For bid comparisons the City will use the quantity of 14,500 pounds of crack seal when comparing the bids and reaching a recommendation for award.

2. **DESCRIPTION OF CONTRACT**

The contract consists of providing the City of Emporia with all necessary labor, material, and equipment to lay approximately 49,064 square yards of chip seal with a shot rate of emulsion at .38-.40 gallons per square yard and, an aggregate cover rate of 25 pounds per square yard. This is for bidding purposes. The rate will need to be adjusted as needed for proper cover of the asphalt surface.

3. **APPLICABLE SPECIFICATIONS**

3.1 GENERAL

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, current edition of the Manual On Uniform Traffic Control Devices.

3.2 BITUMINOUS SURFACE TREATMENT

3.2.1 DESCRIPTION

This work shall consist of applying an emulsified asphalt followed by an application of a cover aggregate, on a previously cleaned and prepared surface with additional requirements as indicated herein and as directed by the Public Works Director

(A) Once chip seal begins, the Contractor shall work each day until all work is completed.

3.2.2 MATERIALS FOR BITUMINOUS SEALING

Bituminous sealing shall be done using the following materials in the proportions specified.

a. Aggregate

The aggregate to be used as cover material for bituminous sealing of streets shall be crushed rock, as set forth below:

Collector/Thoroughfare/Residential Aggregate

Cumulative Percent Retained on Square Mesh Sieves

1/2"	3/8"	#4	#8	#30	Pan
0	0-3	60-100	90-100	98-100	99.5-100

Type: Crushed granite (Granite Mountain Quarries) or trap rock (Iron Mountain Quarries, Trap Rock & Granite Quarries), Approved Equal, no asphalt pre-coat required.

Cul-de-sac Bulb Aggregate**Cumulative Percent Retained on Square Mesh Sieves**

1/2"	3/8"	#4	#8	#30	Pan
0	0	0-35	35-100	95-100	99-100

Type: Crushed granite (Granite Mountain Quarries) or trap rock (Iron Mountain Quarries, Trap Rock & Granite Quarries), Approved Equal, no asphalt pre-coat required.

Aggregate color shall be similar to a light brownish gray (Munsell 5YR 4/1) or darker.

In the event of excessive bleeding/flushing, manufactured sand (crushed granite or trap rock) shall be applied the day it is observed. This work shall be subsidiary to the "Chip Seal Aggregate".

(1) Aggregate Testing

The Contractor shall furnish the Public Works Director test results as specified under Section 1108 of the Kansas Department of Transportation, Standard Specifications, the latest special provisions issued by KDOT. Aggregate must have a minimum soundness of .90 and a maximum wear of 30% as defined in 1108.2b, and should not exceed the allowance for deleterious substances as defined in 1108.2c.

The contractor will also furnish the Public Works Director the results of ASTM-D6928-08 modified as follows:

Aggregate for the test sample shall be an oven-dried sample of 1500 g $\pm$ 5 g as follows:

Passing	Retained	Mass
4.75-mm	2.38-mm	1500 g

Perform procedure 9.3 by running the machine for 95 minutes.

Maximum permitted loss for the finer gradations specified when testing using ASTM-D6298-08 as modified above is 15%.

The contractor shall furnish the Public Works Director the results of FLH T 508 (Mn/DOT Modified).

The average allowable flakiness index based on this test is 32.

Tests shall be performed from representative samples of the first 500 tons produced, second 1,000 tons produced, and 1,000 tons produced thereafter; at the supplier's expense. The contractor shall have at all times a minimum one day supply of aggregate.

b. Bituminous Material

A copy of the test report on the emulsified asphalt from the oil refinery shall be submitted to Public Works Director a minimum of 15 days prior to any operations and thereafter a new series of tests shall be provided for every 5,000 gallons of emulsion used. The modified asphalt emulsion shall conform to Special Provision 07- 12001-R01 when tested in accordance with the specified test method.

The asphalt emulsion used on Residential/Collector/Thoroughfares/Cul de sac bulbs shall be polymer modified as noted and shall be pre-approved or certified CRS-IHP.

c. Fog Seal

Fog Seal shall be CQS-1F.

3.3 CONSTRUCTION REQUIREMENTS**a. Selection of the Initial Asphalt and Cover Material Application Rate**

Prior to the start of construction, the Contractor shall determine the initial rate of application of bituminous material and cover material using Asphalt Institute/McLeod/Hanson method described in the AASHTO "Manual for Emulsion-Based Chip Seals for Pavement Preservation", 2012, Appendix J. The Public Works Director has example calculations for all preapproved aggregate sources available upon request. This design, as modified in the test strip, will determine aggregate rate, and will determine the basic emulsion rate that may be adjusted for varying road conditions during construction. The sealing design and materials test reports for the seal components shall be submitted to the Public Works Director a minimum of 15 days prior to the start of sealing operations for approval.

b. Preparation of Road Surfaces

Prior to application of bituminous material, the surface to be treated shall be cleaned and swept of all foreign material and dust. Dispersion of dust and debris into the air and surrounding environment shall not be allowed. All transverse header joints shall be constructed using construction paper.

c. Protection of Utilities

Utility covers, manholes, grated inlets, curb inlets, and traffic device covers located in the roadway shall be protected from coverage and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing and cleaning following application. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the Public Works Director. All such materials shall be removed and properly disposed of by the Contractor at the end of each workday.

d. Maintenance of Traffic

All construction operations shall be coordinated to result in the least practical delay of traffic. One way traffic shall be maintained at all times. The Contractor shall provide traffic control as necessary to conform to the latest adopted revision of the Manual of Uniform Traffic Control Devices (MUTCD). The work shall be coordinated so that traffic will be permitted upon the sealed surface within 15 minutes after pneumatic rolling is completed.

e. Weather Limitations

Bituminous sealing shall be done only during the contract period specified. Ambient air temperatures must be a minimum of 60 degrees Fahrenheit and rising. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist:

- (1) Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.
- (2) The existing pavement temperature is 130 degrees Fahrenheit or above.
- (3) If pavement has standing surface water and/or pavement surface is saturated.

f. Application of Chip Seal on Cul-de-sac Bulbs

The Contractor shall coordinate the application of the specified aggregate and bituminous material with the Project Inspector. The specified aggregate and bituminous material for cul-de-sacs shall be placed over the entire surface of the cul-de-sac bulb. The construction joint shall be located where the street is of typical width. The Contractor and the Project Inspector shall determine where the construction joint shall be in the stem to the cul-de-sac. The construction joint shall be constructed using construction paper.

g. Application of Modified Bituminous Material

Material shall be applied at the design rate expressed as asphalt residual in gallons per square yard. Application temperatures shall be between 150 degrees Fahrenheit and 185 degrees Fahrenheit. If the design application rate is not the optimum application rate due to gradation of the aggregate, the absorption of the aggregate, surface temperature, or due to existing surface conditions of the pavement, immediately notify the Project Inspector and document the starting point of the new rate. Prior to application, ensure sufficient cover aggregate is available for immediate application. The Contractor shall ensure even application volume and profile at start and stop points. All non-machine chip seal applications shall be performed prior to moving to a new subdivision.

The spread length of bituminous material shall not exceed that which can be covered immediately. Under no circumstance shall the bituminous material remain uncovered long enough to impair retention of the cover material.

All distributors shall be calibrated prior to application of emulsion.

h. Application of Aggregate

Immediately following the application of the bituminous material, apply cover aggregate uniformly without ridges or laps at the design rate per square yard, adjusted as directed by the Director of Public Works to produce a minimum of excess loose particles.

Apply cover aggregate at a rate necessary to provide full coverage of the bituminous material and to avoid tracking. If the target application rate is not the optimum application rate due to gradation of the aggregate or due to existing surface conditions of the pavement, immediately notify the Director of Public Works and document the starting point of the new rate.

All chip spreaders shall be calibrated prior to application of aggregate.

At no time shall tires of the dump trucks or aggregate spreader come in contact with the fresh bituminous material.

Prior to rolling, correct deficiencies in application of cover aggregate in a manner satisfactory to the Project Inspector.

At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by mass (dry unit weight) of the aggregate. In no case shall free moisture be draining from the truck.

After rolling, protect the surface from traffic damage during the period required for the bituminous material to cure sufficiently to prevent dislodging of aggregate particles by normal traffic. During this period correct deficiencies of cover aggregate by spreading additional aggregate or by light brooming.

i. **Manipulation**

Immediately following the application of the aggregate, to include corrections of deficiencies, the aggregate shall be embedded by pneumatic tired rollers.

Initial rolling of the chip seal shall consist of a minimum of 1 complete coverage and shall begin within 90 seconds after placement of aggregate.

The distance between the rollers and the chip spreader shall at no time exceed 200 feet. A minimum of 3 complete coverages with pneumatic tired rollers shall be made on the chip seal within 10 minutes after application of the cover material. Rollers shall be ballasted to a minimum weight of 10 tons. A minimum of 3 rollers shall be used with each chip spreader. The maximum allowable speed for all rollers is 3 MPH while manipulating the aggregate. When rolling cul-de-sacs or other irregularly shaped areas, turns shall be minimized by using a "tiled" rolling pattern.

j. **Sweeping**

All post application sweeping will be completed by the City of Emporia Staff and, must be coordinated by the Contractor.

k. **Acceptance**

During application of chip seal, the work will be inspected for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, loss of aggregate, sweeping, unsealed areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

The following shall be verified daily:

- (1) Finished surface has no more than 4 tears or untreated areas greater than 1 inch wide and 4 inches long in any 120 square yard area or unsightly buildup.
- (2) Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
- (3) Longitudinal joints have less than a 2 inch overlap on adjacent passes.
- (4) Transverse joints have no more than ¼ inch difference in elevation across the joint as measured with a 6 foot straightedge.
- (5) Chip seal edge is neat and uniform along the curb lines.
- (6) Chip seal edge has no more than a 2 inch variance in any 100 feet along the curb line. All deficiencies shall be corrected prior to proceeding to the next mile section.

For project acceptance the Contractor and the Public Works Director will review completed work prior to final completion. The finished work must meet the following requirements:

DEFECT*	SEVERITY
Surface Patterns	Alternate lean and heavy lines (Ridges or streaking over the surface.)
Bleeding / Flushing	Distinctive Appearance (Excess bituminous material on surface.)
Loss of Cover Aggregate	Patches or lines of aggregate lost from surface.

*Defect does not exceed the extent of any surface defect by more than 20% of any 120 square yard area. The beginning of any 120 square yard area will be the start of any individual defect.

4. PAYMENT

The chip seal be measured and paid for by the square yard completed and accepted by the owner. The price shall be full compensation at completion as outlined in the general terms and conditions number 8 for the job as specified herein.

The contractor will be required to cooperate with the City's inspector or representative to keep accurate materials totals to each continuous segment of work completed.

5. CONTRACTOR'S PROJECT INSURANCE:

The Contractor shall purchase and maintain throughout the duration of this Contract such types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.

Work shall not be started until the Contractor has furnished the Owner and Public Works Director with certificates of insurance showing protection for the following items:

5.1

Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The Liability limits shall not be less than the following:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 Each Person

5.2

Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owner or hired.

The liability limits shall not be less than the following:

Bodily Injury	\$500,000 Each Person
	\$500,000 Each Occurrence

Property Damage	\$250,000 Each Occurrence
	\$250,000 Aggregate

5.3

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising out of any act or omission of the Contractor or his agents, employees or subcontractors.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall not be less than the following:

Bodily Injury \$500,000 Each Person
 \$500,000 Each Occurrence

Property Damage \$250,000 Each Occurrence
 \$250,000 Aggregate

5.4

Property Insurance. This insurance shall be provided by the Contractor and shall protect the Contractor and Owner against all losses against the perils of fire, extended coverage, vandalism and malicious mischief to the full insurable value thereof and shall include all project materials, whether in place, paid-for by the Owner, or not.

The owner will not purchase and/or maintain any property insurance for this project until the date of the Certificate of Work Completion (or the date of the Certificate of Substantial Completion but in such case, the insurance provided by the Owner shall be limited to the specific parts of the project designated substantially complete).

5.5

Owner's Protective Liability Policy. This insurance shall be provided by the Contractor in the name of the Owner and as additional insured, the Public Works Director and its employees; said policy to protect said parties from claims which may arise from operations under this Contract. This coverage shall be in the same company which provides the Contractor's Comprehensive General Liability and in the same minimum amounts.

5.6

Umbrella Liability Policy. An Umbrella Liability Certificate may be provided at the Contractor's option when the limits of liability required herein exceed the Contractor's normal insurance protection. When umbrella liability is used, it shall be accompanied by evidence of coverage and limits of the Contractor's normal insurance for (1) Workmen's Compensation and Employer's Liability, (2) Comprehensive Automobile Liability, (3) Comprehensive General Liability, (4) Property Insurance and (5) Owner's Protective Liability

QUALIFICATIONS OF BIDDERS

TO BE COMPLETED AND SUBMITTED WITH THE PROPOSAL:

1. Name of Construction Company: _____
2. Name of Bonding Company: _____
3. List of equipment owned that will be used on this project:
4. List of equipment to be rented or leased and the lessor's name for the project:
5. List of subcontractors and their qualifications; listing any jobs completed in the past similar to this one:
6. List of jobs from the bidder similar to this project completed in the past: __
7. Will bidder be ready to complete all contract documents after contract is awarded?:
8. Will bidder be able to start construction 10 days after issuance of work order or at what time will bidder start?:
9. Will bidder provide sufficient labor force and equipment to complete job within the work days allocated?:
10. Has bidder reviewed the requirements in the Contract documents reference Socio-Economic Policies with the Director of Human Resources?:

(Additional space on back of sheet for No. 3, 4, & 5.)

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we
, as Principal, and _____, with General Offices in _____
a Corporation organized under the laws of the State of _____ as Surety, are held and firmly bound unto the City of
Emporia, KS, in the penal sum of _____ Dollars (\$_____) lawful money of the
United States, in payment of which sum well and truly to be made, the said Principal and surety bind
themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____, 20____.

Whereas, said Principal has entered into a written Contract with the Oblige dated
, 20____, for furnishing all materials, tools, tools, equipment, performing all necessary labor, and the chip seal in accordance
with the detailed plans and specifications on file in the office of the City Clerk of said City, a copy of which Contract is
attached thereto and made a part hereof.

NOW, THEREFORE, The conditions of the foregoing obligation is such that if the principal shall well and truly perform
all the covenants and conditions of this Contract on the part of the said Principal to be performed, and repair all defects for a
period of one (1) year as provided herein, and protect and save harmless said City of Emporia, Kansas from all loss, damage,
and expense to life or property suffered or sustained by any person, firm, or corporation, caused by said Principal or his agents
or employees, in the construction of said work, by or in consequence of any negligence, carelessness, or misconduct in
guarding and protecting same or from any improper or defective equipment or materials used in the construction, then this
obligation shall be void, otherwise to remain in full force and effect in law.

This Bond guarantees that the material furnished and used and the workmanship employed for the chip seal and
associated work described in this Contract will be of such character and quality as to insure it to be free from all defects and
in continuous good order and in a condition satisfactory to the Governing body of the City of Emporia, for a period of one
(1) year from the date of the final estimate for the work.

The Bond guarantees that the said principal will correct or replace any defective construction of the chip seal and
associated work without additional charge or cost to the City for the period specified, and make such repairs of defective
construction as the City may deem necessary.

The said Principal shall not be required to maintain any part of the improvement under this guarantee, which after its
completion and acceptance shall have been removed for the purpose of laying or repairing any gas, sewer, water, or other
pipes or conduits, or which has become defective due to movement or settlement of the subgrade caused by prior construction
of underground pipe lines or by leaks in water lines.

PROVIDED FURTHER: That the said surety for value received hereby agrees that no change in plans, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change in plans, extension of time, alteration, or addition to the terms of the Contract, or to the terms of the Contract, or to the work, or the specifications.

IN TESTIMONY WHEREOF: The Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact, duly authorized thereunto so to do, the day and year first above written.

BY: _____
Principal

Surety Company

BY: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ as principal, and Surety Company with general offices in _____ corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas, in the sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid, to which payment we hereby bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

Signed and dated this _____ day of _____, 20__.

The condition of the foregoing obligation is such that, whereas the said Principal has entered into a written Contract with the City of Emporia, KS dated _____, 20_____, for furnishing all equipment, labor, and materials and constructing the chip seal in accordance with said Contract and specifications on file in the office of the City Clerk of Emporia, KS.

NOW, THEREFORE, if the said Principal or the subcontractors of said Principal shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with or in or about the construction or in making such public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements, then this obligation to be void; otherwise it shall remain in full force and effect.

The said surety, for value received, hereby agrees that no change in plans, extension of time, alteration or addition to the terms of the Contract or specifications or to the work to be performed thereunder shall in any way affect the obligation of said Surety on this Bond, and said Surety hereby waives notice of any such change in plans, extension of time, alteration, or addition to the terms of the Contract or specifications, and further agrees that any person to whom there is due any sum for labor or material furnished, as stated herein, may bring an action on this Bond for the recovery of said indebtedness; provided, that no action shall be brought on said Bond after six (6) months from date of final payment.

Principal

BY: _____

Surety Company

BY: _____
(Attorney-in-fact)

(Accompany this Bond with Attorney-in-fact's authority from the company)

Proposal Form for Complete 2022 Chip Seal Project

Completion of this proposal form shall be an indication the vendor has read and accepted the terms outlined in the proposal instructions.

Estimated Project Start Date: _____

Estimated Number of Days Required to Complete Project: _____

Edge Milling			Skim Coat			Crack Seal			Chip Seal			FOG Seal		
Estimated Square Yard to be Edge Milled	Cost Per Square Yard Milled	Total Cost for Edge Milling	Estimated Tonnage of Leveling Course to be Laid	Cost Per Ton Laid	Total Cost for Leveling Course	Estimated Pounds of Crack Seal to be Applied	Cost Per Pound	Total Cost for Crack Seal	Estimated Square Yards of Chip Seal to be Laid	Cost Per Square Yard Laid	Total Cost for Chip Seal	Estimated Square Yards of FOG Seal to be Applied	Cost Per Square Yard Applied	Total Cost for FOG Seal
12,034			20			14,500			49,064			49,064		

Total Project Cost: \$ _____

Firm: _____

Owner's Signature: _____

Business Address: _____

Owner or Manager: _____

Comments: _____

CHIP SEAL VENDOR LIST

**VANCE BROS INC
HOWIE SNYDER
5201 BRIGHTON
KANSAS CITY, MO. 64130**

**816-923-4325
800-821-8549**

**SOUTH CENTRAL SEALING
FERGUSON PAVING
MIKE RODEE
3600W. ESTHNER
WICHITA, KS 67213**

**BLLOU CONSTRUCTION
1100 W GRAND
SALINA, KS. 67401**

**APAC-Kansas, Inc., Shears Division
An Old Castle Company
302 Peyton St.
Emporia, Kansas 66801**

Name of Project: 2022 CHIP SEAL

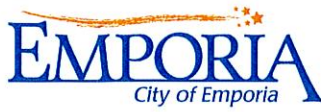
By: Emporia Engineering

Project No. n/a

Final

2022 Chip and Fog Seal				
STREET	From	To	SF	SY
3rd Avenue	Neosho Street	Rural Street	10,880	1,209
8th Avenue	Congress Street	West Street	38,955	4,328
8th Avenue	West Street	Walnut Street	15,860	1,762
8th Avenue	Woodland Street	Prairie Street	21,190	2,354
10th Avenue	State Street	Neosho Street	7,130	792
Arundel Street	9th Avenue	Dead End	15,990	1,777
Grove Avenue	West Street	Walnut Street	14,945	1,661
Neosho Street	3rd Avenue	6th Avenue	42,750	4,750
Rural Street	9th Avenue	12th Avenue	37,820	4,202
Sherman Street	3rd Avenue	5th Avenue	16,500	1,833
Sherman Street	5th Avenue	6th Avenue	17,700	1,967
State Street	Railroad	4th Avenue	11,542	1,282
State Street	4th Avenue	6th Avenue	22,960	2,551
State Street	6th Avenue	7th Avenue	16,340	1,816
State Street	7th Avenue	8th Avenue	11,115	1,235
State Street	8th Avenue	12th Avenue	49,020	5,447
Walnut Street	8th Avenue	9th Avenue	9,660	1,073
Washington Street	Grove Avenue	12th Avenue	18,000	2,000
West Street	3rd Avenue	4th Avenue	12,245	1,361
West Street	4th Avenue	5th Avenue	10,395	1,155
West Street	5th Avenue	6th Avenue	9,250	1,028
Wilson Street	6th Avenue	7th Avenue	15,600	1,733
Wilson Street	7th Avenue	9th Avenue	15,730	1,748
Chip Seal Total				49,064
Gavin Road	WWTP Gate	Logan Avenue	Crack Seal Only	3,500
Crack Seal				11,000
Leveling Course (1" Avg)				20
Edge Milling				12,034
CHIP SEAL TOTAL COST				

* This Estimate does not include Mobilization or Traffic Control



Commission Action Report

Title: Change Order No. 1 for Funston Street Paving Improvements Project
Proposed Agenda Date: May 4, 2022
Presented By: Jim Ubert, City Engineer

BACKGROUND:

During construction of the Funston Street and 5th Avenue Paving Improvement Project, Project No. PV2008, additional work is necessary to connect an existing sewer drain from the sale barn, to an existing sanitary sewer line. This change order results in an increase in the contract price.

DISCUSSION:

While construction was underway, it was discovered that the sale barn located at 502 Albert Street, had an existing sewer line that receives washout/cleanup water from inside the sale barn. Due to the nature of the discharge, this line will be reconnected to the sanitary sewer main in Funston.

FINANCIAL CONSIDERATIONS:

The additional scope of work includes labor, materials, and equipment for the 2 access/junction boxes, 155 L.F. of 8" PVC pipe, saddle connection to the existing sewer main, and flowable fill in the street trench zone. The extension and sewer connection total to be \$29,804.17.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Change Order No. 1

ATTACHMENTS:

Change Order No. 1 and descriptions.

**CHANGE IN PLANS NO. 1
ON CONTRACT WITH BURLINGTON CONSTRUCTION INC. FOR THE
CONSTRUCTION OF FUNSTON STREET AND 5TH AVENUE PROJECT NO. PV2008
(Funston Field Change for Sale Barn Drain)**

Date: April 26, 2022

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the Funston Street and 5th Avenue Project No. PV2008

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES DELETED:				

Total Deleted: \$0.00

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES ADDED:				
1.00	L.S.	Labor, Material and Shoring for Drain Addition @ Eighteen Thousand Two Hundred Eighty-seven Dollars and Seventeen Cents (Unit Price in Words)	\$18,287.17	\$18,287.17
1.00	L.S.	Flowable Fill Installed @ Eleven Thousand Five Hundred Seventeen Dollars and Zero Cents (Unit Price in Words)	\$11,517.00	\$11,517.00

Total Added: \$29,804.17

TOTAL ADDED TO PROJECT \$29,804.17

CONTRACTOR: **BURLINGTON CONSTRUCTION INC.**

BY: _____

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____
MAYOR

Attest: _____
CITY CLERK

FUNSTON STREET AND 5TH AVENUE PAVING IMPROVEMENTS PROJECT (NO. PV2008)

EXPLANATION FOR CHANGE ORDER 1

(Funston Field Change for Sale Barn Drain)

During construction of the FUNSTON STREET AND 5TH AVENUE PAVING IMPROVEMENTS PROJECT PV2008, additional work is necessary to connect a sewer drain for the sale barn from existing discharge pipe to existing sanitary sewer line. This change order results in an increase of the contract in the amount of \$29,804.17.

Quantities Deleted:

Quantities Added:

1. Labor, Material and Shoring for Drain Addition – (See Attachment)
This work will be added to the project as 1.00 L.S. which includes all labor, material and shoring to install sewer lines and structures. Amount added to contract \$18,287.17
2. Flowable Fill – (See Attachment)
This work will be added to the project as 1.00 Lump Sum for Flowable Fill. Due to depth of line and being under new pavement, Flowable Fill will be used for backfilling. Amount added to contract \$11,517.00.



Commission Action Report

Title: Ordinance No. 22-18 Authorizing Beer Garden for June 2, 2022, Unbound Expo Event

Proposed Agenda Date: May 4, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

Life Time Promotions is sponsoring the Unbound Expo Event to be held Thursday June 2nd through Saturday June 4th in conjunction with the Unbound Gravel race. Life Time has contracted with Granada Theatre to serve alcohol at the smaller beer gardens to be held on Thursday and Friday on 7th Avenue.

DISCUSSION:

Life Time Promotions and Emporia Granada Theatre are requesting a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the Unbound Expo. The proposed ordinance is for the portion of the event to be held on Thursday, June 2, 2022. The requested exemption would include 7th Avenue between Commercial Street and Mechanic Street from 2:00 p.m. to 8:00 p.m. on that date.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Ordinance.

ATTACHMENTS:

Ordinance proposal.

ORDINANCE NO. 22-18

AN ORDINANCE EXEMPTING AN AREA INCLUDING 7TH AVENUE BETWEEN COMMERCIAL STREET AND MECHANIC STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE UNBOUND EXPO BLOCK PARTY ON JUNE 2, 2022.

WHEREAS, Life Time, Inc. has hired Emporia Granada Theater to cater the Unbound Expo Block Party event in an unlicensed premise. Emporia Granada Theater has requested an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor on 7TH Avenue between Commercial Street and Mechanic Street, in connection with the Unbound Expo Block Party special event;

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

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 7TH Avenue between Commercial Street and Mechanic Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Unbound Expo event on June 2, 2022, between the hours of 2:00 p.m. to 8:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all City and State requirements for obtaining a caterer's license for sale of alcoholic beverages by the city and the state.

SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 4th day of May 2022.

ATTEST:

Beck Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

Title: Ordinance No. 22-19 Authorizing Beer Garden for June 3, 2022, Unbound Expo Event

Proposed Agenda Date: May 4, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

Life Time Promotions is sponsoring the Unbound Expo Event to be held Thursday June 2nd through Saturday June 4th in conjunction with the Unbound Gravel race. Life Time has contracted with Granada Theatre to serve alcohol at the smaller beer gardens to be held on Thursday and Friday on 7th Avenue.

DISCUSSION:

Life Time Promotions and Emporia Granada Theatre are requesting a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the Unbound Expo. The proposed ordinance is for the portion of the event to be held on Friday, June 3, 2022. The requested exemption would include 7th Avenue between Commercial Street and Mechanic Street from 10:00 a.m. to 6:00 p.m. on that date.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Ordinance.

ATTACHMENTS:

Ordinance proposal.

ORDINANCE NO. 22-19

AN ORDINANCE EXEMPTING AN AREA INCLUDING 7TH AVENUE BETWEEN COMMERCIAL STREET AND MECHANIC STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE UNBOUND EXPO BLOCK PARTY JUNE 3, 2022.

WHEREAS, Life Time, Inc. has hired Emporia Granada Theater to cater the Unbound Expo Block Party event in an unlicensed premise. Emporia Granada Theater has requested an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor on 7TH Avenue between Commercial Street and Mechanic Street, in connection with the Unbound Expo Block Party special event;

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

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 7TH Avenue between Commercial Street and Mechanic Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Unbound Expo event on June 3, 2022, between the hours of 10:00 a.m. to 6:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all City and State requirements for obtaining a caterer's license for sale of alcoholic beverages by the city and the state.

SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 4th day of May 2022.

Beck Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: Informational Items
Proposed Agenda Date: May 4, 2022
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 accomplishments of the organization.

DISCUSSION: At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the May 18, 2022 meetings.

Commission Meeting:

- Proclamation Recognizing May as MUPP "Walk, Run & Bike Days" in Emporia.
- Approve Lease agreement for Mini Excavator for Underground Utilities.
- Executive Session

Study Session:

- Bird Scooters

Future Commission Luncheons:

- RDA/EE Joint City/County Luncheon on May 18th at 11:30 a.m. in the Little Theatre.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A