

CITY COMMISSION MEETING

AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS
May 18, 2016 at 7:00 pm

1. Members present: Mayor Gilligan

<u>Vice Mayor Mlynar</u>	<u>Commissioner Geitz</u>
<u>Commissioner Harmon</u>	<u>Commissioner Giefer</u>
<u>City Manager McAnarney</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Jim Witt</u>	<u>City Attorney Montgomery</u>
2. Mayor and City Commission Reports and Comments.
3. Consent Agenda
4. Public Comment
 - a. Proclamation Declaring Emporia as Community Supporting Breastfeeding.
 - b. Proclamation for May 31st–June 5th being MUPP “Walk, Run & Bike Days” in Emporia.
5. Award Bid for New Fire Department Pickup Truck.
6. Request to Approve Contract with BG Consultants for Replacement of Primary Water Transfer Pipe.
7. Consider Board Appointments to Emporia-Lyon County Area Planning Commission.
8. City Manager’s Evaluation
9. Report From City Manager on City Activities.



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

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 2

SUBJECT: Mayor and City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY:

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

The following is general information for the month of April for the community:

1) Monthly Local Retail Sales Tax Receipts Update

2015	2016	
\$364,561.02	\$386,233.58	Increase of \$21,672.56 for the month, and Overall increase of 0.49% from year 2015

2) City Share from County Tax

2015	2016	
\$183,075.94	\$188,112.26	Increase of \$5,036.32 for the month, and Overall decrease of 0.64% from year 2015

3) Building Permits issued from 4/1/2016 to 4/30/2016 for new construction, remodeling / repairs and demolition.

Total number of building permits issued through Code Services:	49
Total of valuations associated with those building permits:	\$926,190.00
Total number of dollars collected for Building Permit Fees:	\$6,986.50

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 3

SUBJECT:

Consent agenda:

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

- a. Consider minutes of the Regular Meeting held on May 4th and the Executive Session held on May 11, 2016.
- b. Consider ratification of Payroll Ordinance for the period ending in May 13, 2016.
- c. Consider the Approval of April Budget.
- d. Consider Set Bid Date and Time for Ozone Equipment Installation Contract.
- e. Consider Set Bid Date and Time for Merchant Street Storm Drainage Improvements Project.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Budget
- d. Approve Set Bid Date and Time
- e. Approve Set Bid Date and Time

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 3d

SUBJECT: Ozone Equipment Installation Contract – Set Bid Date and Time

RECOMMENDATION: Staff recommends approval of request to set Bid Date and Time to receive bids.

BACKGROUND SUMMARY:

The Commission approved a contract with Xylem/Wedeco Water Solutions on July 1, 2015 to provide detailed manufacturing specification and production of specialized Ozone replacement equipment located at the Water Treatment Plant. The current Ozone equipment was installed in 1995 with a 15-20 year life expectancy and is utilized primarily for disinfection of the City drinking water.

All manufacturing, design, and KDHE permitting requirements have been met. The project has reached the stage to request competitive bids for installation of the equipment.

Staff respectfully requests approval to establish Tuesday, June 28, 2016 at 2:00 PM to formally receive bids for installation of Ozone Equipment at the Water Treatment Plant.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 3e

SUBJECT: Set 2:00 p.m., Tuesday, June 7, 2016, as the time and date to receive bids for Merchant St. Storm Drainage Improvements Project No. SW1503 (18th & Merchant to I-35).

RECOMMENDATION: Set Bid Time and Date

BACKGROUND SUMMARY:

Attached is the Invitation to Bid.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

INVITATION TO BID

Sealed bids for the **Merchant St. Storm Drainage Improvements Project No. SW1503** will be received at the office of the City Clerk, City of Emporia, Kansas located upstairs at 104 E. 5th Avenue, up to **2:00 p.m. on Tuesday, June 7, 2016, and then publicly opened in the Engineering Department's Conference Room located at 522 Mechanic Street. A pre-bid conference will be held at 2:00 p.m. on Tuesday, May 31, 2016, at the same location.**

The work for the Storm Drainage Improvements will consist of the approximate quantities:

Base Bid:

Contractor Construction Staking	1	L.S.
Common Excavation	603	C.Y.
42.4 SQ. FT. Arch Pipe	290	L.F.
48" Corrugated HDPE Pipe	484	L.F.
6" Reinf. Concrete Channel	425	S.Y.
Compacted Backfill (Type -B MR-90) (Contractor Furnish)	2283	C.Y.
8" Reinf. Concrete Headwall (CMP)	1	Ea.
8" Reinf. Concrete Headwall (2 - 48" HDPE)	1	Ea.
Area Inlet	1	Ea.
Concrete Transition Box	1	Ea.
Seeding	1	L.S.
Traffic Control	1	L.S.
Mobilization	1	L.S.
Stone Ditch Check	10	S.Y.
Curb Inlet Protection	1	L.S.

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for plans and bid documents is twenty dollars (\$20), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the 2014 Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred percent (100%) of the Contract, and performance and maintenance bond in the amount of one hundred percent (100%) of the Contract; the bonds to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of sixty (60) days after the time set for opening of bids.

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

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 4

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

- Proclamation for the City Of Emporia as a Community Supporting Breastfeeding.
-Bevin Neely to Accept on the behalf of the Flint Hills Community Health Center.
- Proclamation Recognizing May 31-June 5 as "Walk, Run & Bike Days" in Emporia.
-John Koelsch to Accept on behalf of the MUPP Board.

ACTION RECORD

Action: _____

Motion: _____ Second: _____
Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____



Proclamation

WHEREAS, the people of Emporia, Kansas are deserving of good health; and

WHEREAS, human milk is the preferred and most appropriate source of nutrition for infants, adapting over time to meet the changing needs of the growing infant; and

WHEREAS, breastfeeding is a proven primary prevention strategy, protecting both infants and mothers from a host of chronic and acute diseases and conditions and building a foundation for life-long health and wellness; and

WHEREAS, the act of breastfeeding builds a strong emotional connection between the mother and infant, a bond which lasts a lifetime; and

WHEREAS, employers that provide workplace lactation support experience an impressive return on investment, including lower health care costs, absenteeism, and turnover rates, and improved morale, job satisfaction, and productivity; and

WHEREAS, breastfeeding is economical, providing its benefits at little or no cost and providing a safe, renewable food source, especially critical during natural disaster and emergency situations; and

WHEREAS, all major medical authorities recommend that mothers breastfeed exclusively for six months and continue breastfeeding for at least the first year of a child's life, yet breastfeeding rates continue to fall short of the Nation's Healthy People objectives; and

WHEREAS, the U.S. Surgeon General has issued *The Surgeon General's Call to Action to Support Breastfeeding*, calling on health care providers, employers, insurers, policymakers, researchers, and the community at large to support mothers in reaching their personal breastfeeding goals; and

WHEREAS, Emporia has an active and effective local breastfeeding coalition; and

WHEREAS, Emporia has an active local breastfeeding support group; and

WHEREAS, the Newman Regional Health in Emporia is committed to providing maternity care practices supportive of breastfeeding as evidence by their designation as a "*High 5 for Mom & Baby*" hospital; and

WHEREAS, Emporia has 25 public establishments supportive of mothers needing to nurse in public as evidenced by their participation in the "*Breastfeeding Welcome Here*" program; and

WHEREAS, Emporia has six (6) employers who have received the “*Breastfeeding Employee Support Award*” in recognition of their high level support of their breastfeeding employees; and

WHEREAS, Emporia has 21 child care providers who have completed a course in “*How to Support the Breastfeeding Mother & Family*”; and

WHEREAS, Emporia has built a culture of breastfeeding support through the above activities and has met all criteria established by the Kansas Breastfeeding Coalition to be recognized as a community supporting breastfeeding;

NOW, THEREFORE, I, Robert F. Gilligan, Mayor of the City Of Emporia, Kansas, on behalf of the Emporia City Commission, do hereby proclaim, Emporia, as a

Community Supporting Breastfeeding

As designated by the Kansas Breastfeeding Coalition, and encourage all citizens to support breastfeeding families wherever and whenever possible

On This 18th day of May, 2016

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, From May 31, 2016, through June 5, 2016, Emporia will be the focus of two major bicycling and running events; and

WHEREAS, From June 1st to June 5th, Emporia will once again be the host for the Dirty Kanza 200, DK Half-Pint 100 and the DK Lite rides. The Dirty Kanza is one of North America's premier, annual, ultra-endurance cycling challenges; and

WHEREAS, The Dirty Kanza 200 will bring 1,000 riders and the Half-Pint 100 will have an additional 600 riders from 46 states, and 5 foreign countries, who will take to their bicycles in downtown Emporia, the Front Porch of the Flint Hills, to begin this demanding race; and

WHEREAS, The DK Lite fun rides of 20 mile and 50 mile course options are expected to have an estimated 500 additional bicyclists participate the same morning; and

WHEREAS, On June 1, the 35th Annual Law Enforcement Torch Run will enter Lyon County at the Coffey County line, and local law enforcement officers will carry the Torch to El Dorado with an eventual destination at the summer games of the Special Olympics in Wichita; and

WHEREAS, We encourage our community to welcome these guests to our City, as they deserve the recognition for the many countless hours of training they have endured to prepare for these events transpiring in these Flint Hills we call home; and

WHEREAS, the Multi-Use Path Planning Board encourages everyone to walk, run or ride a bicycle to work during the week of these events,

NOW THEREFORE, I, Robert F. Gilligan, Mayor of Emporia, Kansas do proclaim that the period of May 31 through June 5 as

WALK, RUN & BIKE DAYS

in Emporia, Kansas. I encourage the residents of Emporia to follow the example of our running and bicycling visitors and get up, get out and walk, run, or bicycle. Exercise leads to a healthy life style and reduces illnesses related to a sedentary life.

PROCLAIMED THIS 18TH DAY OF MAY, 2016

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 5

SUBJECT: Consider bids for one new pickup truck for the Fire Department.

RECOMMENDATION: Award one 2017 F-350 pickup to John North Ford of Emporia.

BACKGROUND SUMMARY:

BID TABULATION FOR FIRE DEPARTMENT PICKUP

	Longbine Autoplaza 3012 W. 50 Emporia, KS	John North Ford 3002 W. 50 Emporia, KS	Emporia Chrysler 2815 W. 50 Emporia, KS.
Year	No Bid	2017	2016
Make		Ford	Ram
Model		F-350	3500
New Truck Price		\$42,679.00	\$40,570.00
Trade-ins #218		\$3,000.00	\$1,000.00
Total with Trades		\$39,679.00	\$39,570.00

Attached are two memos from Chief Taylor detailing the use and funding of this vehicle, and his recommendation for this purchase.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

MEMORANDUM

To: Mark McAnarney, City Manager
Janet Harrouff, Finance Director

From: Jack Taylor, Fire Chief

Date: April 11, 2016

Re: One Ton Pick-up

In the 2016 CIP budget, the Emporia Fire Department was authorized \$35,000 for a new hazardous materials trailer and \$30,000 for a utility pick-up for EMS (total of \$65,000).

In the last month, we were offered a new haz mat trailer from the State Fire Marshal's Office as part of our contract as a regional haz mat response team. The trailer is a 36 foot gooseneck and would require a larger puller unit with a 5th wheel connection rather than a typical utility pick-up.

In discussion with Assistant City Manager, Jim Witt, and Finance Director, Janet Harrouff, it was agreed that we would accept the trailer from the State Fire Marshal and use the funds for the trailer and a portion of the funds for the utility pick up, not to exceed \$45,000, for a one ton pick-up puller unit.

The one ton would serve as a day to day utility and be able to pull all of our trailers (gators, mass casualty, decontamination, boats, etc). In the process, we will save the CIP \$20,000. As a utility pick-up it is larger than we would have expected, but its ability to serve diverse functions and the savings to the CIP make this a positive exchange.

EMPORIA FIRE
DEPARTMENT
120 E. 5th/P.O. Box 928
Emporia, KS 66801-0928
620-343-4230



Jack Taylor, Fire Chief
Brandon Beck, Asst. Chief
Reason Bradford, Fire Marshal
Lawana Williams, Secretary

MEMORANDUM

To: Tim Frevert, Purchasing Agent

From: Jack Taylor, Fire Chief

Date: May 11, 2016

Re: Vehicle Bid

I have reviewed the bids received today on the heavy duty, one ton truck for the fire department. Both bids are within the budgeted amount of \$45,000.00.

After careful review, I noted the following;

- The Dodge Ram does not meet minimum specifications for GVW or payload.
- The Ford bid a 2017 model while Dodge bid a 2016 model.
- Ford bid a higher capacity front axle. 7,500 pounds vs. 5,500 pounds
- Ford bid a higher capacity rear axle. 10,000+ pounds vs. 9,850 pounds
- Ford bid an all aluminum body vs. standard sheet metal. The aluminum body will be lighter weight and will be rust and dent resistant.

While the Ford bid exceeds the Dodge bid by \$109.00, for the reasons listed above it is my recommendation to proceed with the bid of \$39,679.00 for the Ford F-350 truck.

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 6

SUBJECT: Phase I - Design Contract for Replacement of Primary Water Transfer Pipe

RECOMMENDATION: Staff recommends approval of a request to contract with BG Consultants, Inc. to develop final plans and specifications for Phase I of this project. Contract amount is \$36,445.

BACKGROUND SUMMARY:

The Commission approved \$40,000 in the 2016 Budget for design work associated with this project. Essentially, the project is focused on replacement of the Primary Water Transfer Pipe due to age and deterioration. This Transfer Pipe moves the treated water from the Water Treatment Plant to the Water Storage Tanks for general distribution into the Emporia water system.

This approval is for design of Phase I of the project which is intended to install a replacement pipe outside of the "clear well". Funding is designated in the 2017 Budget to perform the actual installation work if approved by the Commission.

Phase II of this project is planned to be introduced at the end of 2016 or early 2017 and will focus on removal of the existing Primary Water Transfer Pipe from the "clear well".

Staff respectfully requests approval of a design services contract with BG Consultants, Inc. in the amount of \$36,445 to develop final plans and specifications to replace the Primary Water Transfer Pipe at the Water Treatment Plant.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**AGREEMENT
CONSULTANT-CLIENT**



THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Emporia, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2016 Filter Building Piping Improvements
Evaluation and Preliminary Engineering Services
Emporia, KS

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 **“Additional Services”** means any Services requested by the CLIENT which are not covered by Exhibit I of this Agreement.
- 1.2 **“Agreement”** means this contract and includes change orders issued in writing.
- 1.3 **“CLIENT”** or **“Client”** means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 **“CONSULTANT”** or **“Consultant”** means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 **“Contract Documents”** means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 **“Engineering Documents”** or **“Architectural Documents”** or **“Survey Documents”** means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit I attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1 **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Bruce Boettcher
Address: 2508 W. 15th Ave.
Emporia, KS 66801
Phone: 620.343.7842

- 2.2.2 **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3 **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4 **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 2.2.5 **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility:** The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Frank Abart
Address: 1220 Hatcher St.
Emporia, KS 66801
Phone: 620.340.6340

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement for **Preliminary Engineering**. The Lump Sum Fee for Preliminary Engineering is a total of \$21,437 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement.

The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on **Construction Engineering** at the rates indicated in the attached Fee Schedule; **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$7,372 Dollars. This fee is based on the scope of Services outlined in **Exhibit 1** of this Agreement.

The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on **Evaluation** at the rates indicated in the attached Fee Schedule; **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$7,600 Dollars. This fee is based on the scope of Services outlined in **Exhibit 1** of this Agreement.

Payment of the Professional Fees and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in Exhibit 2. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to Exhibit 2. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be

settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 2016.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Emporia, Kansas

By:



By:

Printed Name: Bruce Boettcher

Printed Name: Mark McAnarney

Title: Vice President

Title: City Manager

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

Project: Filter Building Piping Improvements
Owner: City of Emporia, Kansas
Engineer: BG Consultants, Inc.

The Professional Services to be performed under this section are as follows:

A. PRELIMINARY ENGINEERING:

1. Consult with Client and Staff to coordinate each major section of the project development and design. These meetings may be formal council meetings and/or informal staff meetings, as deemed necessary by the Client related to the piping improvements.
2. Complete informational gathering by the field and office research for the project.
3. Assist with the solicitation and selection of a geotechnical firm to perform services as required by City.
4. Consult with the Client and regulatory agencies concerning the construction documents and requirements covering specific items of design.
5. Design piping improvements for water treatment plant filter building.
6. Prepare preliminary and final cost estimates for project scope evaluation.
7. Prepare preliminary plans to be reviewed by the Client and the Kansas Department of Health and Environment (KDHE).
8. After review of the preliminary plans by the Client and KDHE, prepare final plans and specifications for the proposed construction work.
9. Construction plans, details and project specifications shall be prepared by using BG Consultants, Inc. standards.

B. CONSTRUCTION ENGINEERING:

1. Provide assistance of bid letting and contract preparation to assist the Client in the open bidding process and selection of a qualified contractor.
2. Review the contractor's submittals and submit written opinion of plan and specification compliance.
3. Prepare project performance certifications as required.

C. EVALUATION:

1. Provide assistance of clear well piping removal option evaluation; Engineer's Opinion of Probable Cost; Technical Memo outlining options and recommendation.
2. Design and Permitting assistance for piping removal is **NOT** included in fee proposal.

D. SUPPLEMENTAL/ADDITIONAL SERVICES

1. Items listed in this section will require additional work by the CONSULTANT outside of the agreements scope of services.
2. Perform construction engineering and construction observation as deemed necessary for the work being performed.
3. Compile logs for site visits and project monitoring.
4. Coordinate construction observation activities with the Client.
5. Establishment of Right-of-Way or Easements required for the project.
6. Provide Right-of-Way and/or Temporary Easement descriptions, if needed.
7. Administration for obtaining appraisals or filing easements and the cost thereof.
8. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

EXHIBIT 2

COST AND SCHEDULE

Professional services set forth in Exhibit 1 Section A **Preliminary Engineering** items 1 through 9 the LUMP SUM FEE of **\$21,473.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

Construction Engineering services set forth in Section B items 1 through 3, the HOURLY FEE of **\$7,372.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

Evaluation services set forth in Section C items 1 through 2, the HOURLY FEE of **\$7,600.00**. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

Services will be performed in an effort to meet City funding requirements including the following milestones:

The fee included within this contract is based upon the preliminary engineering being accomplished by October 3, 2016.

Attached is 2016 Standard Hourly Rates for BG Consultants, Inc.

**EXHIBIT 3
SPECIAL PROVISIONS**

None.

2016 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2016</u>
PRINCIPAL	\$194.00
PROJECT ENGINEER IV	\$171.00
PROJECT ENGINEER III	\$155.00
PROJECT ENGINEER II	\$144.00
PROJECT ENGINEER I	\$121.50
SENIOR DESIGN ENGINEER	\$144.00
DESIGN ENGINEER	\$110.00
ASSISTANT DESIGN ENGINEER	\$88.50
ARCHITECT	\$185.00
PROJECT ARCHITECT	\$144.00
DESIGN ARCHITECT	\$110.00
ASSISTANT ARCHITECT	\$88.50
TECHNICIAN II	\$94.00
TECHNICIAN I	\$86.50
SENIOR CONSTRUCTION OBSERVER	\$105.00
CERTIFIED CONSTRUCTION OBSERVER	\$83.50
CONSTRUCTION OBSERVER	\$76.00
SENIOR PROJECT SURVEYOR	\$178.50
PROJECT SURVEYOR	\$129.50
ASSISTANT PROJECT SURVEYOR	\$80.00
FIELD SUPERVISOR	\$102.00
SURVEYOR	\$74.00
GPS SURVEYOR	\$108.00
CAD SYSTEM AND OPERATOR	\$107.00
CLERICAL	\$55.50

Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.

2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.

3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 7

SUBJECT: Consider Approval of Appointments for Emporia Lyon County Area Planning Commission.

RECOMMENDATION: Approve Appointments to the Emporia-Lyon County Area Planning Commission.

BACKGROUND SUMMARY:

The Emporia-Lyon County Area Planning Commission has two opening on their board. The following people have applied for the open positions and their applications are attached.

Kenton R. Thomas
Christopher J. Rech
Monica M. Duncan

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 03/25/2016

NAME: Christopher J Rech
First Name MI Last Name

ADDRESS: 1417 Rural St
Street
Emporia KS 66801
City State ZIP

Email: rech.christopher@gmail.com

PHONE: 6203410730

PLACE OF EMPLOYMENT: A.M. Cohron & Son, Inc.

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 17 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA-LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

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

I was a member of the MAPC a few years ago and enjoyed playing a part in the growth of our community.

OTHER ACTIVITIES AND INTERESTS:

Director / President - Hetlinger Developmental Services

Trustee - Hetlinger Foundation

Director - Kansas Contractors Association

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 01/14/2016

NAME:	Monica	M	Duncan
	First Name	MI	Last Name

ADDRESS:	933 Huntington Road		
	Street		
	Emporia	KS	66801
	City	State	ZIP

Email: monicaduncan13@gmail.com

PHONE: 620-340-5433

PLACE OF EMPLOYMENT: USD 253 - Special Education Coop

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 25 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA-LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

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

Because Kevin Hanlin asked me to and I want to give back to the community I grew up in. I am also on the BZA.

OTHER ACTIVITIES AND INTERESTS:
reading, working out, spending time with my family

In Lieu of Signature, [Click Here](#)

[I Agree](#) [Cancel](#)

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 8

SUBJECT: Consider the Evaluation and Authorize a 3% Raise for the City Manager.

RECOMMENDATION: Approve a 3% Raise for the City Manager.

BACKGROUND SUMMARY:

The City Commission recently conducted the annual evaluation of the City Manager at their meeting on May 4, 2016. The City Manager received a favorable review and the City Commission recommended a 3% raise.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 18, 2016

ITEM NUMBER: 9

SUBJECT: Report from the City Manager on City Activities

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

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

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

Tentative Agenda for May 25th Study Session

- Humane Society Of Flint Hills Annual Update
- Possible Merger of Planning Commission & Board of Zoning Appeals
- MUPP Board Reorganization
- Update on Firearms in City Facilities

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____