



## **\*\* AGENDA \*\***

### **City Commission Study Session**

**Wednesday, August 26, 2020**

**Municipal Court Room**

**518 Mechanic Street**

**10:00 a.m.**

- Discuss Parks Projects.
- Discuss CDBG CV Grant
- Moderate Income Housing Program.
- Update on Spark/CARES Allocations.
- Discuss Contract with CVB.
- Sidewalk Enhancement Policy Discussion.
- Recycling Contract Discussion.
- Discuss Charging for Commercial Business Brush at the Landfill.

No Luncheon

#### ***Tentative Agenda for September 2nd Commission Meeting at 1:30 p.m.***

- Consent Agenda
- Public Comment
- Report from City Manager on City Activities
- City Commission Reports and Comments

*\*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 620-343-4275 or [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov)*

# Memo

TO: City Commission

FROM: Mark McAnarney, City Manager

CC: Department Heads

DATE: August 20, 2020

SUBJECT: Parks Projects

We plan on discussing several potential park projects and Vance Rzepka, VSR Design, will be present to discuss walking trails in Peter Pan and other parks.

## Memo

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COMMISSION

FROM: Lane Massey, Assistant City Manager

DATE: 8-26-20

RE: CDBG CV grant funds

As the Commission is aware the City received a 2020 Small Cities Community Development, CDBG CV grant, in the amount of \$167,000 to fund Community CARES Act projects. There is \$132,000 allocated for Economic Development Micro Grants and \$35,000 for meal programs. The city is required to contribute at least \$15,000 in other sources of funds for this project.

Our grant administrator Garrett Nordstrom will provide the applications to the Commission for the Economic Development funds. The Commission will also need to discuss how they would like to proceed on the food portion of the grant. Attached is a list of agencies that serve food within our community. The grant administrator will also be available to discuss the food portion of the grant.

**Action Required:**

Receive information and applications from grant administrator. Discuss options on how to proceed with the CDBG CV food grant.

Respectfully,

Lane Massey  
Assistant City Manager

## Food relief for those in need.

### FOOD RELIEF

## Abundant Harvest Food Kitchen

1028 Whittier, Emporia  
[leealderman@gmail.com](mailto:leealderman@gmail.com)  
[Visit Website](#)

**Abundant Harvest** is typically offering boxed food packages from 6:30 to 9 a.m. on weekdays. In partnership with Victory Fellowship Church, Abundant Harvest will also continue fresh food giveaways with dairy products, fruit and baked goods. The next truck is anticipated for Aug. 19. All giveaways are tentatively scheduled to begin at 3 p.m. and go as long as food is available. Check the Abundant Harvest Facebook page for updates, times, and food availability or call 342-7439.

### FOOD RELIEF

## Catholic Charities Resource Bus

205 S Lawrence St, Emporia  
[Visit Website](#)

The Catholic Charities mobile resource bus is back in action, visiting Emporia once per month. Catholic Charities, which provides food and other emergency assistance, parks the bus at St. Catherine's Catholic Church (205 S Lawrence St) from 9:30 a.m. to 2:30 p.m. Currently, it offers a drive-thru service. Dates for the remainder of 2020 include August 19, September 9, October 14, November 11, and December 9.

### FOOD RELIEF

## Americus Community Food Pantry

413 Walnut St, Americus  
 620-443-5371  
[Visit Website](#)

**The Americus Community Food Pantry** will be open next on Saturday, August 22, from 10 to 11:30 a.m. and Tuesday, September 8 from 6:30 to 8 p.m. Individuals can pick up pre-packaged food boxes from a cart outside the pantry.

### FOOD RELIEF

## Corky's Cupboard

1200 Commercial St, Emporia  
[chornets@emporia.edu](mailto:chornets@emporia.edu)  
[Visit Website](#)

**Corky's Cupboard**, Emporia State University's on-campus food pantry, is back in the Center for Student Involvement in the Memorial Union. Food can be picked up on Mondays and Thursdays between noon and 5 p.m. Students will need to show their ID to get food and menstrual products. There is a limit of one Corky's Cupboard package per week.

### FOOD RELIEF

## Blessing Boxes

Various

Food can be donated and food may be taken out of the 24/7/365 blessing boxes. At times, the boxes may be empty for a period of time; however, boxes may be filled at any given time.

### FOOD RELIEF

## First Christian Church

202 East 12th St, Emporia  
 620-342-1582  
[Visit Website](#)

**The First Christian Church pantry** is open Mondays from 9 a.m. to 11 a.m. while supplies last.

## FOOD RELIEF

**First  
Congregational  
Church**

326 W 12th Ave, Emporia  
*Visit Website*

**First Congregational Church** offers a community meal on the third Saturday of each month from 11:30 a.m. to 12:30 p.m. They also have their essentials pantry on the third Saturday, from 11 a.m. to noon. Items for one's home such as cleaning supplies and other sundries are available free of charge. There is a limit of 4 items.

## FOOD RELIEF

**Heritage  
Pentecostal Church**

1827 Road G, Emporia  
620-803-7571  
*Visit Website*

**Heritage Pentecostal Church** hopes to be giving away food again in the coming weeks. Please check back for details.

## FOOD RELIEF

**First United  
Methodist Church**

823 Merchant St., Emporia  
620-342-6186  
*Visit Website*

**First United Methodist Church** pantry will be handing out bags of food Thursdays and Friday from 9 a.m. to noon out of the west doors.

## FOOD RELIEF

**John & Frances Ice  
Soup Kitchen &  
Food Pantry**

106 Exchange St., Emporia  
*Visit Website*

Sacred Heart of Jesus Catholic Church's **John & Frances Ice Soup Kitchen & Food Pantry** (106 Exchange St.) is open Sundays. This will be a drive-thru service only on the north side of the Sacred Heart Parish Hall. Pre-packaged food pantry items will be available for pick-up Sundays from 4 to 6 p.m. There is a limit of one bag per household per weekend. To-go meals will be served Sundays at 4 p.m., while supplies last.

## FOOD RELIEF

**Friendship Meals**

221 West Logan Ave., Emporia  
620-340-8001  
*Visit Website*

**The North Central Flint Hills Area Agency on Aging, Inc's Friendship Center** is delivering friendship meals to homebound individuals. Must be 60+, homebound and in city limits to qualify. For those outside city limits, family could pick up frozen meals once per week. If you believe you might be eligible for this meal delivery program, call 620-340-8001.

## FOOD RELIEF

**Lyon County ECKAN**

215 W. 6th Street, Suite 204, Emporia  
620-342-4607  
*Visit Website*

**ECKAN** (East Central Kansas Economic Opportunity Corporation) in Lyon County is currently phone contact only. Call 620-342-4607 to discuss your needs. Food bags can be provided for pick up as needed while supplies are available. ECKAN has a very limited amount of food vouchers available to those who have been directly affected by COVID-19 (job loss, reduction of hours, quarantine, etc.).

## FOOD RELIEF

## Salvation Army

327 Constitution, Emporia  
620-342-3093  
[Visit Website](#)

The Salvation Army is currently operating by appointment by phone at 620-342-3093 and through Facebook Messenger. The Salvation Army is currently helping with food, rent, utilities, clothing, and other financial assistance. Staff will check eligibility and then set up an appointment to pick up food as needed. Curbside service will be provided. As of 3/18, the Salvation Army announced that financial assessments will be waived at this point, but a photo ID and proof of residence in Lyon County will be required. By 1 p.m. on Mondays, Wednesdays and Fridays, the Salvation Army will post on Facebook about whether breadline will be offered. If sufficient supplies are available, a drive-thru service will be offered at 2 p.m.

## FOOD RELIEF

## USD 251

Americus  
[Visit Website](#)

For USD 251 in North Lyon County, May 18 was the last day for meal distribution.

## FOOD RELIEF

## USD 252

Hartford, Neosho Rapids, & Olpe  
[Visit Website](#)

USD 252 In Southern Lyon County is continuing to serve meals Monday through Friday. Service times are 11 a.m. to 12:30 p.m. Neosho Rapids pick up is on the front of the building on Commercial Street. Hartford pick up is on the south side of the building. Olpe's pick up area is on the back side of the building. Delivery is also available for quarantined or families that have no means of transportation. The contact to be put on the route for the Hartford/ Neosho Rapids area is Doug Hes ([dhes@usd252.org](mailto:dhes@usd252.org)). The contact to be put on the route in the Olpe area is Shane Clark ([sclark@usd252.org](mailto:sclark@usd252.org)). These meals are free to anyone ages 18 and under, and you do not have to be a student of USD 252. To view what is on the menu please click this link <https://usd252.nutrislice.com/menu/>. Meals will continue through June 26. **On June 26, a week's worth of meals will be handed out (breakfast and lunch x 5 days) as the school will be closed from June 29 to July 3. School meals will begin again on July 6, with breakfast and lunch daily at the same service times and locations, with the exception of the Hartford site.** Those from Hartford are welcome to come pick up in Neosho Rapids. Delivery services may no longer be offered in July. Assuming the demand for meals continues, meals will continue to be offered through July 24. On July 24, that day's meal plus 5 breakfasts and 5 lunches will be provided again to cover July 27 through July 31. Meals will not continue in August until school starts again.

FOOD RELIEF

# USD 253

Emporia  
*Visit Website*

**USD 253 in Emporia** is offering meals at three locations — Village, Walnut and William Allen White elementary schools. Meals will be available for pick up from 11:30 a.m. to 1 p.m. Monday to Friday. Contact [denise.kater@usd253.net](mailto:denise.kater@usd253.net) for more information.



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# Memo

TO: City Commission

FROM: Jeff Lynch, Community Development Coordinator

CC: Department Heads

DATE: July 31, 2020

SUBJECT: Moderate Income Housing Program  
(August 26, 2020 Study Session Agenda Item)

ITEM- Discussion of Moderate-Income Housing Program and 2020 Application:

Items to be discussed are program results and upcoming application.

# Kansas Moderate Income Grant Application

Administered by the Kansas Housing Resources Corporation (KHRC)

Eligible Recipients: Cities or Counties, under 60,000 population

Application Deadline: September 28, 2020

Total Funding Statewide: \$2M

Maximum Grant Possible Per Applicant: \$400,000

Grant Award Announcement: December, 2020

Development Completion: 12 months

Activities Allowed: Development of rental or owner-occupied housing including acquisition of real property, new construction, rehabilitation of vacant housing, and infrastructure.

No rehabilitation allowed for occupied housing.

Income range of occupants: 60% - 150% of Area Median Income:

No. Persons	1	2	3	4
Maximum	\$80,344	\$91,781	\$103,313	\$114,750
Minimum	\$32,138	\$36,713	41,325	\$45,900

Application from City required to include a Resolution to be executed by the governing body.

## CURRENT MIH GRANT:

Received in January, 2017

Amount Applied For: \$230,000

Amount Awarded: \$179,839

Number of houses built: 6; 4 have sold, final two are starting to be marketed

## PROPOSED PROJECT:

Apply for 180,000 to \$250,000 in grant funding.

Activities: Develop 4 to 6 new homes, utilizing our two (2) current lots and purchasing 2 to 4 additional lots. May need to utilize City's demolition funding to clear lots for development.

Homes to be 2-3 bedrooms, basement or slab foundation. Cost to build estimated at \$150,000 to \$190,000.

Contractor selection criteria to include bond requirement along with additional requirements.

Items to consider for project:

12 month deadline- possible to be extended was current project.

Can do simultaneous projects, but causes more outlay in cash by City.

Do we allow homebuyer assistance for other sellers/developers or try to develop more homes?

### Cash Balance Analysis

Build & sell 4 homes, buy 2 lots, provide homebuyer assistance for 4 more homes				Build & sell 6 homes, buy 4 lots, provide homebuyer assistance for 4 more homes			
2 Styles of homes, with and without basement				2 Styles of homes, with and without basement;			
Action	Income	Expense	Balance	Action	Income	Expense	Balance
Grant Award	180,000		180,000	Grant Award	250,000		250,000
build house #1		150,000	30,000	build house #1		150,000	100,000
sell house #1	130,000		160,000	sell house #1	130,000		230,000
build house #2		190,000	(30,000)	build house #2		190,000	40,000
sell house #2	160,000		130,000	sell house #2	160,000		200,000
buy lot #3		10,000	120,000	buy lot #3		10,000	190,000
build house #3		150,000	(30,000)	build house #3		150,000	40,000
sell house #3	130,000		100,000	sell house #3	130,000		170,000
buy lot #4		10,000	90,000	buy lot #4		10,000	160,000
build house #4		190,000	(100,000)	build house #4		190,000	(30,000)
sell house #4	160,000		60,000	sell house #4	160,000		130,000
homebuyer assistance 4 homes		60,000	-	buy lot #5		10,000	120,000
				build house #5		150,000	(30,000)
				sell house #5	130,000		100,000
				buy lot #6		10,000	90,000
				build house #6		190,000	(100,000)
				sell house #6	160,000		60,000
				homebuyer assistance 4 homes		60,000	-

# Memo

TO: City Commission  
FROM: Jim Witt, SPC  
CC: Department Heads  
DATE: August 20, 2020  
SUBJECT: Spark/CARES

The SPC will present final Spark/ CARES allocations, review calendar timeline related to disbursements and answer questions and concerns that may arise.

A copy of the final allocations by entity is attached as is a line item budget for the City's allocation as submitted to the State SPARK office.

## CARES/ SPARK PROJECTS (8-20 Update)

### CITY OF EMPORIA

8-12-2020 Approved by the Commission (plus revisions due to Committee Adjustments on 8-13-2020 and finalized on 8-17)

#### **Projects and Reimbursements**

Air Filtration Systems for the Auditorium. FS#2, Library, Parks, Public Works, and Golf Course \$175,000

Electrostatic Disinfectant sprayers \$25,517

Walk thru temp gates for Auditorium and Library \$25,000

PPE and General Use equipment and supplies including sanitizer, masks, safety shields, air filtration masks for Public Safety personnel and projected COVID personnel costs \$75,000 (Personnel =Projected \$40,000)

Touchless faucets, sinks and toilets for the auditorium, FS#2, Library and Golf Course public and staff restrooms \$75,000

Web page redo for ADA \$30,000

Reimbursement for March thru July 2020 \$104,741.46

50-75 Additional Hot Spots to be loaned out by the library \$15,000

**NEW TOTAL \$525,258.46**

#### **Projects Cut**

HR Relocation Project \$261,000

PD Lobby Renovation \$200,000

Backup power supply for City Water System

No touch doors for library \$90,000

Fiber optic to city lift stations for remote monitoring. \$85,000

IN COUNTY CARES ACT SUMMI	UPDATE	DIRECT AID	REIMBURSE	ORIGINAL	\$	7,676,349.00
PRIVATE SCHOOLS	\$ 50,000.00	\$ 50,000.00			\$	7,626,349.00
USD 251	\$ 400,000.00	\$ 390,879.26	\$ 9,120.74	\$ 557,479.38	\$	7,226,349.00
USD 252	\$ 550,000.00	\$ 367,820.01	\$ 182,179.99	\$ 673,222.07	\$	6,676,349.00
USD 253	\$ 1,200,000.00	\$ 1,200,000.00		\$ 1,353,434.00	\$	5,476,349.00
EMPORIA	\$ 525,258.46	\$ 420,516.48	\$ 104,741.98	\$ 601,000.00	\$	4,951,090.54
LYON COUNTY	\$ 793,701.17	\$ 394,428.24	\$ 399,272.93	\$ 461,369.45	\$	4,157,389.37
ESU	\$ 2,057,401.00	\$ 1,454,194.00	\$ 603,207.00	\$ 2,557,401.00	\$	2,099,988.37
FHTC	\$ 287,768.84	\$ 287,768.84		\$ 287,768.00	\$	1,812,219.53
ABUNDANT HARVEST	\$ 100,000.00	\$ 100,000.00			\$	1,712,219.53
MUNICIPALITY FUND	\$ 75,000.00	\$ 75,000.00			\$	1,637,219.53
NEWMANS	\$ 500,000.00	\$ 362,020.00	\$ 137,980.00	\$ 500,000.00	\$	1,137,219.53
EXTENSION	\$ 4,796.75	\$ 1,598.00	\$ 3,198.75		\$	1,132,422.78
ECONOMIC DEVELOPMENT	\$ 1,122,422.78	\$ 1,122,422.78				
AUDIT	\$ 10,000.00	\$ 10,000.00				
	\$ 7,676,349.00	\$ 6,236,647.61	\$ 1,439,701.39			

ADMIRE
AMERICUS
ALLEN
BUSHONG
HARTFORD
NEOSHO RAPIDS
OLPE
READING



# memo

TO: City Commission  
CC: Mark McAnarney, City Manager  
FROM: Christina Montgomery, City Attorney  
DATE: August 20, 2020  
SUBJECT: Convention and Visitor's Bureau Agreement Review

Attached is a copy of the current Agreement with the Emporia Area Chamber of Commerce to operate the Convention and Visitors Bureau to promote tourism and conventions in the City of Emporia. The Commission voted on August 19 to waive the cash-forward carry limit of 25% of the prior year's budget for several entities in 2020, including the CVB, and requested review of each contract. City staff will provide an overview of the existing CVB contract at this meeting.

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2013, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "City" or "Governing Body", and the Emporia Area Chamber of Commerce, Inc., a Kansas nonprofit corporation, hereinafter referred to as "Chamber".

WITNESSETH

WHEREAS, the City pursuant to K.S.A. 12-1696 et seq and Charter Ordinance No. 31 levies a transient guest tax in the City of Emporia, Kansas, for the purpose of providing revenues to promote tourism and conventions in the City of Emporia and has appointed a Convention and Visitors Advisory Board (hereinafter "CVAB"); and

WHEREAS, the City and the Chamber wish to continue to improve the City of Emporia by expanding tourism and conventions; and

WHEREAS, the City desires to secure professional services in connection with the promotion and advertising of the City of Emporia in order to ensure the widest possible dissemination of factual information associated with programs for tourism and conventions; and

WHEREAS, the Governing Body of the City deems it advisable and proper to contract with the Chamber to render certain technical and professional services associated with convention and tourism programs upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties hereto, do hereby agree as follows:

1. The City does hereby engage and retain the Chamber to provide certain technical, professional and managerial services associated with the operation and management of a

Convention and Visitors Bureau and the promotion of tourism and conventions in accordance with the terms and conditions contained herein and the Chamber does hereby agree to accept such engagement and to discharge its duties in accordance with such terms and conditions.

2. Prior to May 1 of each year or other date as set by the City Manager, the Chamber shall submit to the City a proposed convention and tourism program and budget for the forthcoming calendar year, hereinafter referred to as the "Program". Chamber shall obtain approval of said Program from CVAB prior to submittal of the Program to the City. Said Program shall reflect the proposed expenditures to be made, the purposes of such expenditures, contain detailed performance criteria and goals, and be otherwise in such form and contain such information as is acceptable to the City. Upon approval the Chamber agrees to perform and carry out the Program in a manner satisfactory to the City. In the event the Governing Body has not approved the Program for the following year by August 25, the parties agree to enter into good faith mediation. The final decision regarding the Program shall reside with the City. Failure of the City to approve, in its sole discretion, the proposed Program prior to January 1 of the forthcoming year shall cause the agreement to be deemed null and void with no further force and effect. The parties acknowledge that a proposed Program has prior to this agreement been proposed and accepted for calendar year 2013.
3. The term of this agreement shall be for the period of one year, commencing the first day of January and ending on the thirty-first day of December of each year, renewing annually upon the acceptance and approval by the Governing Body of a Program to be submitted by the Chamber in a form as set forth in paragraph 2 of this agreement. This

agreement shall take effect June 1, 2013. The Program for the 2013 fiscal year shall remain in effect through December 31, 2013. The parties agree that all terms and conditions herein shall be complied with by the parties upon execution of this agreement except that a retreat shall not be required for 2013.

4. In consideration of the services to be provided hereunder by the Chamber, the City shall pay to the Chamber, the total sum specified by the Program, such as but not limited to rent, utilities and other shared costs, as approved by the Governing Body. The first installment shall be paid upon receipt of the first quarterly payment from the State Treasurer, and then each quarter thereafter, until the sum is paid in full. Each quarterly installment shall be comprised of the full amount available in the fund, unless a lesser sum is necessary to satisfy in full the sum specified in the Program. The Chamber shall provide each month a monthly statement containing itemized explanations of the line item expenditures for the preceding month and certifying that all monies received under this agreement have been expended for only those services and activities outlined in the Program.
5. The Chamber shall establish and maintain separate records with respect to all matters covered in this agreement, and specifically in accordance with the following provisions:
  - a. All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible. The Chamber shall retain all records with respect to all matters

covered by this agreement for period of two (2) years after completion of the annual period covered by this agreement.

- b. The Chamber shall at any time during normal business hours make available to the City or its designated representative all records pertaining to the matters covered by this agreement for inspecting and auditing for compliance with the Program. Upon the request of the City, the Chamber shall provide copies of any such documentation, statements, records, reports, or data to the City as may be requested pertaining to the matters covered by this agreement.
  - c. The Chamber shall prior to April 30 of the year provide to the City an accounting of receipts and expenditures in accordance with generally accepted accounting principles with respect to the activities conducted and funds expended pursuant to this agreement in the preceding year. Such accounting shall contain specific listing of all capital expenditures made during the preceding year.
6. During the term of this agreement the Chamber shall provide monthly written reports to the City Manager and members of the City Commission, detailing its activities for the prior month with respect to the promotion of the tourism and conventions in the City pertaining to the activities authorized pursuant to this agreement, and shall additionally provide oral reports to the Convention and Visitors Advisory Board as noted in Paragraph 9 herein and to the Governing Body of the City as may be requested by the City.
  7. Notwithstanding the fact that the City has approved and funded the Program pursuant to this agreement or that this agreement has been partially performed by the parties hereto, either party hereto shall have the right to cancel this agreement at any time by providing

sixty (60) days written notice of cancellation of this agreement to the other party, and this agreement shall be forthwith canceled and terminated. The City agrees that if it terminates the agreement it will pay all expenditures made pursuant to this agreement prior to the notice of termination being received by the Chamber so as to hold the Chamber harmless for committed expenditures made on behalf of the City. Upon cancellation or termination of this agreement no further funds shall be payable or paid hereunder; and all funds remaining in possession of the Chamber at the time of a cancellation notice shall be forthwith returned to the City. For the purposes of this paragraph, notice shall be deemed to be given by one party and shall be received by the other when the said notice is deposited in an envelope addressed to the receiving party at its last known address in the United States mail with postage prepaid. Upon breach of this agreement by the Chamber, the City by given written notification to the Chamber, may withhold any convention and tourism monies and terminate this agreement immediately. A breach may include, but not be limited to, the failure to comply with any or all items contained within this agreement, exhibit, and/or provision of any subsequent contractual amendments executed relative to this agreement.

8. The Chamber represents that it has, or will secure, all personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All services required hereunder shall be performed by the Chamber or under its supervision, and all personnel engaged in the work shall be fully qualified.
9. The Chamber agrees to cooperate fully with the Convention and Visitors Advisory Board, appointed by the City, and shall regularly consult CVAB for its recommendations

concerning the programs and expenditures for the promotion of conventions and tourism in the City of Emporia, Kansas. Chamber shall consult the CVAB Chairman and City Manager for its recommendation regarding the hiring and termination of the Convention and Visitors Bureau Executive Director, including appointing the CVAB Chairman and City Manager to the search committee if one is formed. The parties agree that the final employment decisions shall reside with the Chamber. Chamber shall appoint one (1) Executive Committee member as a liaison to the CVAB Board. Chamber shall permit CVAB to appoint one (1) *ex officio* non-voting member to the Chamber Board. Chamber shall permit CVAB to appoint one (1) member to the Chamber Finance Committee, who shall be responsible for reviewing and approving the monthly billing by the Chamber to the CVB.

10. The Chamber agrees to hold an annual retreat with CVAB members to establish goals for the year. Said retreat shall be held no later than February 28 unless a later date is mutually agreed to by the Chamber and CVAB. The City shall be invited and permitted to participate in any and all retreat sessions.
11. It is specifically agreed between the parties that this agreement does not create a joint venture agreement, partnership, employment agreement or agency agreement between the parties, and the Chamber agrees to indemnify and hold harmless the City and any of its agents or employees from any and all liability for claims or causes of action of any person, firm or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of the activities carried out by the Chamber.
12. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

- the services required to be performed under this agreement, including any CVB funds being restricted to use at Chamber members only. The Chamber further covenants that in the performance of this agreement, no person having any such interest shall be employed.
13. No officer, member or employee of the City, member of Governing Body or other public official of this locality who exercise any functions or responsibilities in the review or approval of the undertaking of the terms of this agreement, shall participate in any decision relating to this agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
  14. The Chamber shall not assign or transfer any interest this agreement without prior written consent of the City.
  15. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this agreement or any program related to this agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this agreement of the grounds of race, color, sex, religion, national origin, ancestry, physical handicaps, disability, or age.
  16. All parties shall comply with applicable laws, ordinances, and codes of the State of Kansas and local governments.
  17. In the event of this agreement results in a book or other copyrightable material, the author is free to copyright the work, but City reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyright material and material which can be copyrighted.

18. All office equipment, materials, and other personal property purchased with funds provided to the Chamber pursuant to this agreement shall be the sole and exclusive property of the City. In the case of termination or expiration of this agreement all such personal property in possession of the Chamber shall be delivered to the City immediately upon such termination.
19. The City may reduce the amount of funds authorized pursuant to this agreement if during the term of this agreement budget restrictions or reductions are placed upon the transient guest tax due to unforeseen circumstances. These circumstances include, but not limited, to unforeseen short falls in collections of tax revenues.
20. The Convention and Visitor's Bureau cash carry-forward shall be limited to twenty-five percent (25%) of the prior year's budget. The calculation of the cash carry-forward shall be determined within thirty (30) days of the close of the fiscal year. Any cash carry-forward in excess of the limit shall be remitted to the City by the following February 15.
21. In order to provide necessary flexibility for the most effective execution of this project, from time to time, when both parties mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this agreement as an amendment.
22. The Chamber will cooperate fully with the City and consult with the City in receiving recommendations concerning programs to be implemented and expenditures to be made.
23. It is understood and agreed between the parties that this agreement replaces a current agreement between these parties, dated December 15, 1993 and amendment dated December 20, 2000, both agreements which will terminate upon the effective date of June 1, 2013.

24. Time is of the essence of this agreement.

IN WITNESS HEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF EMPORIA, KANSAS

By:

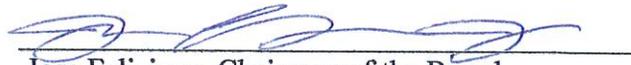
  
Bobbi Mlynar, Mayor

Attest:

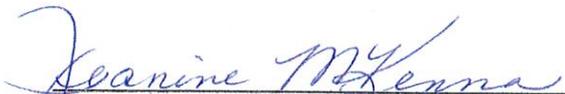
  
Kerry Sull, City Clerk

EMPORIA AREA CHAMBER OF COMMERCE,  
INC

By:

  
Jose Feliciano, Chairman of the Board

Attest:

  
Jeanine McKenna, President



# memo

TO: City Commission  
CC: Mark McAnarney, City Manager  
FROM: Christina Montgomery, City Attorney  
DATE: August 20, 2020  
SUBJECT: Sidewalk Enhancement Policy

A request was made to consider expanding our 2012 Sidewalk Enhancement Policy to allow flexible options in support of local businesses. A draft proposal is attached. City staff will be available to discuss and answer questions.

## Sidewalk Enhancement Policy for the ~~Central Business District~~ City of Emporia

**Purpose:** To provide guidance on the temporary placing or permanently affixing of enhancements on sidewalks, right-of-way, street, public parking spaces or private off-street parking spaces, hereinafter referred to as “enhancement areas,” so as not to impede traffic or pedestrian movements. This would include but not be limited to pedestrian benches, tables, chairs, shelves, display racks, planting containers, and bicycle racks, which shall be known in this policy as “enhancements”.

~~**Scope:** Commercially zoned properties in the Central Business District beginning at 12<sup>th</sup> Avenue, thence south on Commercial Street to 8<sup>th</sup> Avenue, thence eastward to Mechanic Street, thence south to the railroad tracks, thence west to Merchant Street, thence north to 12<sup>th</sup> Avenue, thence east to Commercial Street at the point of beginning. This area also includes those portions of side streets that border properties adjoining the boundary streets.~~

### General Guidelines:

1. A 6 foot wide pedestrian travel way shall be provided with a 5 foot minimum width allowed at the discretion of the City ~~Manager~~ Engineer. This is exclusive of a 2 foot wide zone at the back of curb to provide for parked vehicle overhang. In the case of the presence of a light pole or other structure partially blocking the walkway, available space shall be calculated starting at the base of the light pole or structure measuring to the wall of the building (See Sketch).
2. **Permanent** Enhancements such as bicycle racks and benches shall be anchored to the sidewalk so that movement is not possible.
3. ~~Temporary enhancements that are not anchored to the sidewalk must be removed from the enhancement area at the end of each day.~~
4. All enhancements are subject to removal by the City at any time. The City will endeavor to allow sufficient time for them to be removed by the owner when possible; however, in emergency situations they will be subject to removal by City crews or contractors. In these cases, attempts will be made not to damage the enhancement but this cannot be guaranteed by the City.
5. **Permanent** Enhancements must be made of durable materials that can withstand the effects of the weather. The type of material of the enhancement shall be subject to the approval of the City.
6. It is the responsibility of the owner to keep all enhancements in good condition. Poorly maintained enhancements will be subject to removal.

**Application:** Property owners or tenants shall submit a written request to the City Engineering Department describing the enhancement(s) to be installed and setting forth the following facts:

1. ~~The location of the premises requesting use of the enhancement area;~~
2. ~~The name, address and telephone number and/or email where the applicant may be reached;~~
3. ~~The timeframe during which the enhancement area is requested;~~
4. ~~A notarized statement that the applicant shall defend and hold the City harmless from any and all claims arising from the use of the enhancement area;~~
5. ~~Proof of liability insurance for a minimum of \$500,000 naming the City of Emporia as an additional insured;~~
6. ~~A general description of the type of business seeking to be conducted in the enhancement area.~~
7. ~~Accompanying the letter should be supporting documents~~ A general site plan describing the proposed enhancements, including a sketch map, measurements noting the proposed location of the enhancement and the distance to the other enhancements the curb line and adjoining buildings, pedestrian bypass and ingress and egress areas as required by the Americans with Disabilities Act (ADA); and

- ~~8. The application shall include a description, including type of material, of the proposed enhancement. Pictures are encouraged.~~
9. If any public parking area or street lanes are included within the enhancement area, such application must include a traffic control plan, safety plan, and a detailed description of the proposed activities to be conducted in the extended area, including times for any requested street or parking closures.

The application and accompanying documents shall be reviewed by the City Engineer and other relevant City staff for a determination that the application is complete, that all necessary licenses have been provided, and that the business activities will not endanger or unduly inconvenience the public.

**Enhancement Area Permissible Activities:**

Enhancement areas may be used for the display of merchandise, goods and wares, and/or the sale, service and consumption of prepared meals and beverages. Enhancement area usage must comply all applicable City ordinances and State statutes. Sale, service, and consumption of alcoholic beverages shall only be allowed under the following conditions:

1. Applicant must provide verification that City and State licensing have been obtained for all alcohol sales; and
2. Alcohol may only be consumed on the public sidewalks, alleys, or streets if specifically authorized by ordinance of the City Commission.

**Waivers:** The City ~~Manager~~ **Engineer** or his designee may waive the provisions of this policy at the City ~~Manager's~~ **Engineer's** sole discretion.

**Approval:** No enhancement shall be installed or erected without the prior written approval of the City ~~Manager~~ **Engineer** or his designee.

**Revocation:** The approval of an enhancement area is a personal privilege which may be revoked at any time by the City Engineer for violations of the provisions of this policy, violations of City ordinances or State statutes, or for the health, welfare, or safety of the public.

**Appeals:** Any applicant aggrieved by the denial, suspension, or revocation may file with the City Clerk a written notice of appeal to the City Commission within ten (10) business days of the decision by the City Engineer or designee. The Notice of Appeal shall specify:

1. The name and address of the appellant;
2. The date of the application;
3. The date of the denial, suspension, or revocation of additional conditions of the permit or application; and
4. The factual basis for the appeal.

Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Commission, no later than thirty (30) days from the date of the filing of the Notice of Appeal with the City Clerk. The City Engineer's decision on any denial, suspension, or revocation of any application shall remain in full force and effect until such time as the matter comes before the City Commission on appeal.

The City Commission may approve the denial, suspension, or revocation; overrule the denial, suspension, or revocation; or impose additional conditions or modify the decision of the City Engineer.

# Memo

TO: City Commission  
FROM: Dean Grant  
CC: Department Heads  
DATE: 8/20/2020  
SUBJECT: Recycling Contract Renewal

Keith Senn and I would like to discuss the upcoming Hamm recycling contract renewal. Hamm let us know, earlier this year, that the expense to haul and sort our single-stream recyclables would be going up with the next contract. We have extended the current contract thru December of 2020 and wanted to start looking at what the increased expenses may look like in the next contract.

We are anticipating the expense to continue single-stream recycling to increase from \$2.82 per customer per month to \$3.80 per customer per month for curbside recycling in the upcoming year. This contract will have higher upfront hauling and sorting expenses; however, it will be structured to pay back higher rebates as the recycling markets return.



## **CURBSIDE RECYCLING PROGRAM**



*This program continued to provide bi-weekly service to approximately 6725 single family and 340 multi-family (of 4 units or less) residences in 2019. The service is provided by a single truck and driver who collect recyclable materials from half of the City each week on the same day as trash service for the area. Materials are off loaded at the Transfer Station and stored until a sufficient amount has been collected to fill a semi-trailer. Materials are shipped to Hamm's Material Recovery Facility (MRF) in Lawrence, KS where they are sorted, processed/baled and sold.*

***\*Approximately 1,058.39 tons of material was collected as a result of the Curbside program in 2019. An average of 88.20 tons were collected per month in 2019 compared to the 2018 average of 87.37 per month. Tonnages ranged from a low of 65.51 tons in February to a high of 108.28 tons in May.***

***\*A total of 390.53 tons were collected from other sources which included; Recycling Center public drop off (177.49 tons); 2 private recyclers (14.56 tons); The City's recycling trailer (30.31 tons); Lyon County trailer program (80.53 tons) and Chase County program (44.36 tons); City of Americus (17.76 tons); City of Eureka (25.53 tons). This material was added to the Curbside Program materials. Maddison 13.82 tons***

***\* The total material tonnage (combined) collected for 2019 was 1448.92 tons. Of this material 1384.97 tons of materials were shipped in 86 semi loads to Hamm's Material Recovery Facility. This is a difference/loss of 63.95 tons/4.41%. The majority of this difference is attributed to trash and contaminated materials which are removed by staff at the Transfer Station storage area. Some loss is also realized as a result of glass breakage. Hamm's continues to indicate a contamination rate at the MRF of less than 5%.***

***\*The cost for shipping recyclable materials to Hamm's MRF in 2019 totaled \$16,965.00. Sorting and processing fees totaled \$63,000.90. Rebates from the sale of materials realized for the year totaled \$0.00. Total final cost to the City was \$79,965.90 or \$57.74 per ton.***

**\*Trash collection tonnages increased 214.37 tons in 2019 from 2018 and increased 20.12 tons in 2018 from 2017. A trash reduction of 454.24 tons was realized between 2014 & 2017. Cost avoidance in trash tipping fees during that time period was \$48,683.45.**

# Memo

TO: City Commission  
FROM: Dean Grant  
CC: Department Heads  
DATE: 8/20/2020  
SUBJECT: Commercial Brush Disposal Fees

Tim Delcamp and I would like to discuss setting a per ton fee and a minimum fee for the disposal of brush by commercial customers. We receive approximately two (2) times more brush from commercial customers than the amount we receive from our residential customers. We feel that setting a per ton fee will help offset some of the expenses associated with burning the brush. These expenses include the burner, loader, KDHE permits and personnel required to operate the burner and loader. These fees would not make this service net zero but would help offset some of the expenses while we continue to provide this service free of charge to our citizens. We are recommending a fee of \$10.00/ton with a \$10.00 minimum.

# Commercial Brush Expenses

## Permit Expenses

Emission Fees	\$ 1,908.00
Air Quality compliance	\$ 1,020.00
Semi Annual Report	\$ 1,190.00
Opacity Test	<u>\$ 2,470.00</u>
Total Yearly Permit Fees	\$ 6,588.00

# of Hours ran: Jan 2020-May 2020	308
Average Hours per month	61.60
Average Hours per Day	2.05

Total Tons received Jan 2020-May 2020	1633.76
Average Tons per month	326.75
Average Tons per day	10.89

Vehicle Expense	Loader #328	Burner
Vehicle Cost	\$ 229,855.00	\$ 154,166.60
Average Cost over 3 or 5 year period	\$ 57,463.75	\$ 38,541.65
Average Yearly Vehicle Maint. Exp	\$ 2,108.50	\$ 1,053.68
Average Yearly Fuel Cost	\$ 6,107.45	\$ -
# gal/per hour		8.00
Fuel cost per hour		\$ 10.56
Total Average Yearly Vehicle Expense	\$ 65,679.70	\$ 39,595.33
Total Average Daily Vehicle Expense	\$ 315.77	\$ 190.36
Total Average Hourly Vehicle Expense	\$ 13.16	\$ 18.49

Personnel Expense	Lowe
Total Salary Expense	\$ 34,601.16
Total Benefit Expense	\$ 7,621.92
Total Annualized City Expense	\$ 42,223.08
Personnel Expense on an Hourly Basis	\$ 20.30

Total Cost per Day	
Permit Cost	\$ 18.05
Vehicle Expense	\$ 64.99
Personnel Expense	\$ 41.68
<b>TOTAL</b>	<b>\$ 124.72</b>
Cost/Ton	\$ 11.45

Yearly Revenue (\$10.00/ton fee)	\$ 39,210.00
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