

CITY COMMISSION MEETING AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS
August 3, 2016 at 1:30 pm

1. Members present: Mayor Gilligan
Vice Mayor Mlynar Commissioner Geitz
Commissioner Harmon Commissioner Giefer
City Manager McAnarney City Clerk Sull
Asst. City Mgr. Jim Witt City Attorney Montgomery
2. Consent Agenda
3. Public Comment
4. Agreement with the Lake Kahola Homeowners Association.
5. Consider Acceptance of ESG Agreement from Kansas Resources Corporation.
6. Award Bid for Rescue Truck.
7. Award Bid for New Solid Waste Packer Body & Chassis.
8. Award Bid for New Recycling Baler.
9. Resolution Approving the Annual Solid Waste Management Plan.
10. Request for Beer Garden Ordinance from Brick Yard 20 Ale House.
11. Consider Approving the Resolution for Hidden Vista Housing Development in the City's Rural Housing Incentive District.
12. Consider Approving the Resolution for Request of Annexation of Property at 2200 W. 30th Avenue into the City Limits.
13. Set Date for 2017 Budget Public Hearing.
14. Report from City Manager on City Activities.
15. 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 City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4285*

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 2

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 Commission Meeting held on July 20, 2016.
- b. Consider ratification of Payroll Ordinance for the period ending on July 22, 2016.
- c. Set Bid Date and Time for Demolition of 407 Commercial.
- d. Set Bid Date and Time for Merchant Street Storm Sewer Replacement Project SW1602.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Set Bid Date and Time
- d. 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: August 3, 2016

ITEM NUMBER: 2c

SUBJECT: Set 2 PM on Tuesday August 30, 2016 as the time and date to receive bids for the Demolition of 407 Commercial.

RECOMMENDATION: Set the time and date.

BACKGROUND SUMMARY:

Attached is the Invitation to Bid. The City has been involved in seeking corrective action on this structure since 2013. In the last year two structural engineers who are licensed Professional Engineers have inspected the building and have recommended demolition and removal since the cost to remodel and rehabilitate to a safe condition and code compliant are prohibitive.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 2d

SUBJECT: Set 2:00 p.m., Tuesday, August 30, 2016, as the time and date to receive bids for Merchant St. Stormsewer Replacement Project No. SW1602 (Merchant Street at Railroad Crossing).

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. Stormsewer Replacement Project No. SW1602** 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, August 30, 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, August 23, 2016, at the same location.**

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

Base Bid:

Mobilization	1	L.S.
Contractor Construction Staking	1	L.S.
Pavement Removal	91	S.Y.
Flowable Fill	66	C.Y.
Curb and Gutter (2'-6" Combined) (AE) (Remove & Replace)	26	L.F.
Concrete Pavement (8" Reinforced) (AE)	91	S.Y.
Bituminous Material (HMA) (2")	89	S.Y.
Manhole (Storm) (Precast)	2	Ea.
Storm Sewer pipe (10" PVC)	25	L.F.
Storm Sewer Pipe (15" PVC)	209	L.F.
15" x 10" Tee (PVC)	1	Ea.
Bore and Casing (24" Steel)	80	L.F.
Traffic Control	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 Shelly Kelley, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail skelley@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 3

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 4

SUBJECT: Agreement with the Lake Kahola Homeowners Association.

RECOMMENDATION: Staff recommends approval of the proposed Agreement.

BACKGROUND SUMMARY:

City staff has been engaging with leadership members of the Lake Kahola Homeowners Association and specific individuals with the State of Kansas, Department of Agriculture, Division of Water Resources since early in 2015. The objective was to reach an agreement acceptable to all parties for the controlled discharge of water from the Lake Kahola Reservoir.

The City of Emporia holds the water right to the water in the Lake Kahola Reservoir and discharge of the water is dictated by the terms and conditions of the water right as determined by the State of Kansas. The Lake Kahola Homeowners Association owns the structure and other associated land at Lake Kahola along with a desire for controlled discharges to take place during specific times of the year.

City staff developed the attached Agreement with the intent to meet all of the needs associated with all parties, including the State of Kansas. The Lake Kahola Homeowners Association has indicated approval by signing the agreement.

Staff respectfully requests approval of the proposed Agreement with the Lake Kahola Homeowners Association.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

Water Discharge Agreement

This Water Discharge Agreement (this "Agreement"), dated [DATE], is between Lake Kahola Homeowners Association, Inc., a Kansas nonprofit organization (the "KHA") and the City of Emporia, a Kansas municipality (the "City").

Background

1. The City holds a permit issued by the State of Kansas to exercise a water duty over the water in the Lake Kahola Reservoir (the "Reservoir").
2. Under the permit, there are restrictions and requirements relating to the discharge of water from the Reservoir that the City is bound to include in this Agreement.
3. The KHA causes water to be discharged from the Reservoir.
4. Prior notice of a discharge is required to avoid wasting water and to coordinate with the Council Grove Reservoir to reduce duplication of water fees paid by the City.

Accordingly, the parties agree as follows:

1. **Agreement to Follow Regulations.** Subject to the provisions of this Agreement, the KHA shall follow all regulations relating to the discharge of water from the Reservoir, and the City shall provide the equipment necessary for the KHA to follow the regulations.
2. **Term.** This Agreement's term begins on September 1, 2016 and ends at 11:59 p.m. on August 31, 2021.
 - (a) **Renewal.** This Agreement automatically renews for successive five-year terms, unless either party exercises its option to terminate this Agreement.
 - (b) **Option to Terminate.** To exercise its option to terminate this Agreement at the end of the then-existing Term, a party must deliver a written notice of termination to the other party that is received no later than 90 days before the last day of the then-existing Term.
3. **Water Discharge.**
 - (a) **Total Discharge Volume.** The KHA shall not discharge more than 500 million gallons of water from the Reservoir from the period beginning 12:01 a.m. January 1 and ending 11:59 p.m. December 31 in any year.

- (b) **Discharge Rate.** The KHA shall not discharge more than 5,800 gallons per minute from the Reservoir.
- (c) **Notice Prior to Discharge.** The KHA shall provide a minimum of four days prior notice to the City before any discharge of water from the Reservoir.
- (d) **Notice to End Discharge.** The KHA shall provide a minimum of four days prior notice to the City before ending any discharge of water from the Reservoir.
- (e) **Timing of Discharge.** The KHA shall plan discharges only in the months of September, October, November, and December, except for the purpose of testing meters and other equipment.
- (f) **Measurement of Discharge.** The City shall acquire and maintain all necessary meters to measure the discharge of water from the Reservoir in compliance with the State of Kansas recording and reporting processes. The KHA shall assume all costs associated with acquiring, maintaining, installing, and removing the equipment required to transfer water to and from the meters. The KHA shall be responsible for the removal, storage, and replacement of the meters and other equipment and all costs associated.
- (g) **Meter Access.** The City shall be allowed full access to the meters for the purpose of repair, maintenance, and reading by providing 24 hours prior notice to the KHA.

4. Taxes and Fees.

- (a) **Ordinary Taxes and Fees.** The City shall pay all taxes and fees for the discharge of water from the Reservoir that meet the requirements of Section 3.
- (b) **Additional Taxes and Fees.** The KHA shall pay all taxes, fees, and fines for any discharge of water from the Reservoir that does not meet the requirements of Section 3 within 30 days after receiving a notice to pay from the City. There will be a late fee in the amount of 5.0% of charges on all late payments.

5. Termination of Agreement.

- (a) **Termination by Written Agreement.** The parties may terminate this Agreement at any time by written agreement.

7/16/2016

(b) **Termination for Violation of this Agreement.** The City may terminate this agreement if the KHA violates any terms of this Agreement.

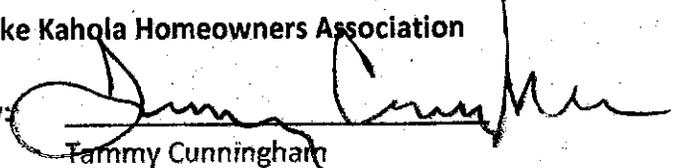
6. **Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements..

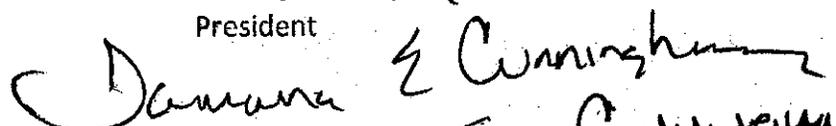
To evidence the parties' agreement to this Agreement, they have executed and delivered it on the date set forth in the preamble.

City of Emporia

By: _____
Robert F. Gilligan
Mayor

Lake Kahola Homeowners Association

By: 
Tammy Cunningham
President


TAMARRA E. CUNNINGHAM

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 5

SUBJECT: Consider acceptance of an Emergency Solutions Grant agreement from the Kansas Housing Resources Corporation.

RECOMMENDATION: Authorize the Mayor to sign the agreements.

BACKGROUND SUMMARY:

In April of 2016, the City of Emporia submitted an application to the Kansas Housing Resources Corporation for monies from the Emergency Shelter Grant Program. We were recently notified that the grant request was approved by the Kansas Housing Resources Corporation. Under the grant agreement, the monies will be made available to the SOS Inc. and Plumb Place. The City of Emporia has traditionally submitted an application to the Kansas Department of Housing for monies from the Emergency Shelter Grant Program and will serve as the sponsoring agency for the grants. The breakdown of the funds is by category and percentage based on the application amount. For example, SOS, Inc. and Plumb Place are in the Emergency Shelter category of the program.

SOS, Inc.	\$20,000.00
Plumb Place	\$30,000.00
Administration (City)	\$ 1,351.00
Total Grant Award	\$51,351.00
Local Match	\$50,000.00
TOTAL PROJECT COST	\$101,351.00

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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


KANSAS HOUSING
RESOURCES CORPORATION

July 18, 2016

Danny Giefer, Mayor
 City of Emporia
 522 Mechanic
 Emporia, KS 66801

Kansas Housing Resources Corporation is pleased to announce your 2016 Emergency Solutions Grant award. These funds have been conditionally awarded. Please advise your sub-recipients, Plumb Place and SOS, Inc. of this award.

2016 ESG Grant	City of Emporia	Plumb Place	SOS, Inc.	Total Award
Street Outreach				
Emergency Shelter		\$30,000.00	\$20,000.00	\$50,000.00
Homeless Prevention				
Rapid Re-Housing				
HMIS				
Administration	\$1,351.00			\$1,351.00
Total Award	\$1,351.00	\$30,000.00	\$20,000.00	\$51,351.00

Please obtain the signature of the Authorized Grantee Official and return a copy of the attached Notification of Grant Award to me no later than August 8, 2016. If you have questions or need more information, please feel free to contact me.

Cordially,



James Chiselom
 Program Manager, Emergency Shelter Grant
 Kansas Housing Resources Corporation
 611 S. Kansas Ave. Suite 300
 (785) 217-2046

KANSAS  **HOUSING**
RESOURCES CORPORATION

July 18, 2016

RE: 2016 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Sub Recipient:

Attached below you will find the following three documents:

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Detailed Budget Itemization

Following are the instructions for each document:

- 1) **Contractual Provisions Attachment** – Read, obtain an authorized signature, send copy to KHRC and place a copy in your ESG file.
- 2) **Grant Award Conditions** – Read, obtain an authorized signature, send copy to KHRC and place a copy in your ESG file
- 3) **Detailed Budget Itemization** – **PLEASE TYPE THIS FORM.**
 - Fill in Sub Recipient agency's name and address (fill one out for each sub-recipient agency), fill out **specific activities** under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
 - Put in dollar amount of funds beside each category, (not activity), and then total under **“TOTAL APPROVED ESG EXPENSES”**. Fill out dollar amount under appropriate Matching Funds section. Match amount is 100% of grant award NOT including administration funds. Make sure that your matching funds is the same as what was placed under “Local Matching Funds” on the “Notification of Grant Award”.
 - Have the appropriate City or County official sign and date the form, place a copy in your ESG file and send a copy to KHRC by Monday, August 8, 2016.

NOTE: Your conditional award is completed once you have received the signed Notification of Grant Award from our office. The contract period for these funds will be July 1, 2016, to June 30, 2017.

BUDGET ITEMIZATION
 KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
 KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address

APPROVED ESG EXPENSES

FOR

Name of Agency or Service Provider

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)* \$

Emergency Shelter *(List standard sub items with planned expenses.)* \$

Homeless Prevention *(List standard sub items with planned expenses.)* \$

Rapid Re-Housing *(List standard sub items with planned expenses.)* \$

HMIS *(List standard sub items with planned expenses.)* \$

TOTAL APPROVED ESG EXPENSES \$

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	\$
Value of Lease	\$
Staff Salaries	\$
Volunteer Time	\$
Other Non-ESG Sources	\$
TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.)	\$

I, the undersigned, approve this Budget Itemization.

Financial Officer of Local Government Responsible for ESG Account

Signature

Date

Name

Title

Telephone #

Fax #

Grant Sub Award Conditions
Kansas Emergency Solutions Grant Program

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant sub award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 84 & 85 and "Emergency Solutions Grant Program" 24 CFR Part 576.
3. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2016 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant sub award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Local Government, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any sub recipient, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
10. The Local Government and nonprofit organizations funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.
11. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
12. No Local Government or nonprofit organization may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
13. Local Governments with Grant sub awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Local Governments that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
15. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.
Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

16. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC's convenience or the failure of the Local Government to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Local Government a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Local Government shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Local Government to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Local Government to deliver to it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Local Government shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Local Government, for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Local Government. In the event of termination for cause/default, KHRC shall be liable to the Local Government for reasonable costs incurred by the Local Government before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Signature

Date

Title

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2016.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Signature and Title

Date

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 6

SUBJECT: Consider proposals for one new rescue truck.

RECOMMENDATION: Award the purchase of one new rescue truck to Pierce Manufacturing Inc. for a total price of \$442,370.12.

BACKGROUND SUMMARY:

This purchase will be made in cooperation with the National Purchasing Partners Government Fire Rescue Group Organization. By using the cooperative group, it allows the City to take advantage of RFP from large entities that bid multiple units which passes the multiple unit prices on the City of Emporia. The cooperative purchasing group attracts more competition for a purchase like this which is reflected in the final cost to the City of Emporia.

The price as recommended does not include trade-in of the old unit. Staff intends to sell the old rescue truck on the open market once the new truck has arrived and all equipment has been transferred.

Attached is a Memorandum from Chief Jack Taylor outlining the old unit, the process and recommendation for this purchase.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

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

The EFD Apparatus Specification Committee has finalized the specifications for a rescue truck to replace the 1993 International rescue truck currently in use. It is anticipated that we would take delivery of this truck in 15 months due to the backlog of trucks being built. At the time of delivery, the current truck would be 25 years old.

We have specifically worked with a vendor who participates in the National Purchasing Partners Gov/Fire Rescue Group Purchasing Organization (NPPGov/FRGPO) cooperative procurement program to get us the best available price for the truck we have specified. Manufacturers who participate in this program respond to Requests for Proposals (RFP's) issued by a public agency and enter into contracts for pricing that would normally be seen when making bulk purchases. The manufacturer and the purchasing organization are relying on the pricing being attractive enough that multiple purchases from multiple departments will be made from that contract. The process includes local and national print advertising as well as online internet services to post RFP solicitations. By signing an intergovernmental agreement with the lead public agency, this allows us to use the solicited contract and eliminates the need to conduct our own solicitation or collect three quotes. Contracting documents including the RFP, Master Price Agreement, Intergovernmental Agreement (IGA), and Synopsis are available for review.

The proposal of \$442,370.12 is \$7,629.88 under our projected cost of \$450,000.00. This is based on taking advantage of the NPPGov/FRGPO contract price plus the discount of \$24,053.99 for prepayment of the Freightliner chassis. It is staff's recommendation to accept the proposal from Pierce Manufacturing Inc.

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 7

SUBJECT: Consider bids for one new solid waste packer body and chassis.

RECOMMENDATION: Award bid for a Crane Carrier Chassis with Pak-Mor R220B Rear-Load Packer Body offered by Downing Sales and Service be purchase for the sum of \$168,682.00.

BACKGROUND SUMMARY:

The City will be replacing a rear-load packer body and low entry chassis. Bids are expected to be well under the budgeted amount due to current lower fuel and iron prices. The trade in will be a 2005 model LET2-26 Crane Carrier Chassis outfitted with a 2005 Heil 20 cubic yard model PT 1000 rear-load packer body. Following is a bid tabulation for this purchase.

		MAKE	MODEL	YEAR
Downing Sales & Service Phillipsburg, MO. 65722-5102	CHASSIS:	Crane Carrier	LET2-30	2016
	BODY:	Pak-Mor	R220-B	2016
		TOTAL WITH TRADE		\$168,682.00
Armor Equipment Arnold, MO 63010	CHASSIS:	Crain Carrier	LET2-30	2016
	BODY:	Heil	PT-1000	2016
		TOTAL WITH TRADE		\$183,725.00
Equipment Company Grandview, Mo. 64030	CHASSIS:	CrainjCarrier	LET2-30	2016
	BODY:	New Way	Cobra	2016
		TOTAL WITH TRADE		\$176,289.00

There is \$226,000.00 budgeted for this replacement purchase.

Attached is a memo from Keith Senn, solid waste supervisor, that outlines his recommendation for purchase.

ACTION RECORD

Action: _____

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

MEMO

TO: Tim Frevert
FROM: Keith Senn
SUBJECT: Rear-Load Truck Purchase
DATE: 07/21/16
THRU: Frank Abart

The approved budget for 2016 included \$226,000.00 for the purchase of a low entry rear-load refuse collection truck and packer body. A pre-bid conference was held on July 12, 2016. The bid opening was held at 2:00 p.m. on July 20, 2016. Three vendors (Downing Sales, Elliott Equipment and Armor Equipment) submitted a total of 3 bids.

The low bid for a Crane Carrier chassis with a Pak-Mor packer body was submitted by Downing Sales & Service of Phillipsburg, MO. in the sum of \$168,682.00. It is believed that bids were lower than expected due to Crane Carrier being more competitively priced than in the past coupled with lower iron and fuel prices.

The Solid Waste Division currently has 8 Crane Carrier truck chassis in its fleet in an attempt to standardize the fleet. These trucks have performed very well, they are manufactured for the solid waste industry and meet all specification designated by the City of Emporia. Additionally the Solid Waste Division owns 2 Pak-Mor rear-load packer bodies. These bodies have proven to be superior to any other packer body in their price range. These packer bodies are well liked by operators and mechanics. The Solid Waste Division has had favorable experiences with Downing Sales for several years.

Therefore, it is the recommendation of the Solid Waste Staff that the Crane Carrier Chassis with Pak-Mor R220B Rear-Load Packer Body offered by Downing Sales and Service be purchase for the sum of \$168,682.00.

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 8

SUBJECT: Consider bids for one new recycling baler.

RECOMMENDATION: Award bid for one Max-Pak baler and conveyor system offered by DeHart Recycling be purchased for the sum of \$72,865.00.

BACKGROUND SUMMARY

The City will be replacing a Horizontal Baler with conveyor. The trade - in will consist of a 2005 International brand, model LD-60SD horizontal baler and conveyor. Following is a bid tabulation for this purchase.

Downing Sales 3Indigo Rd. Phillipsburg, MO 65722	Cram-A-Lot	HE-60MP	\$68,988.00	\$9,000.00	\$59,988.00
DeHart Recycling 11862 Mo. Bottom Rd. St. Louis, Mo 63042	Max-Pac	MCE60FE-8	\$91,865.00	\$19,000.00	\$72,865.00
International Baler 5400 Rio Grande Ave Jackson, FL. 32254	International	Titan-6-EC	\$85,775.00	\$8,000.00	\$77,775.00

The approved budget for 2016 included \$93,000.00 for the purchase of a Horizontal baler with a conveyor system to replace an existing recycling baler at the Recycling Center. This baler is primarily used to process in excess of 1500 tons of cardboard into bales annually at the Recycling Center. The City offered a 2005 International baler as trade.

A pre bid conference was held on July 14, 2016. The bid opening was held on July 21, 2016. Three bids were received from 3 vendors, Downing Sales, DeHart Recycling, and the International Baler Corporation.

The low bid was submitted by Downing Sales and Service of Phillipsburg, Mo for a Cram-A-Lot model HE-60MP. The final cost with trade-in was \$59,988.00. DeHart Recycling of St. Louis, MO submitted a bid for a Max-Pac model MCE60FE-8. The final cost with trade-in was \$72,865.00. Making a cost difference of \$12,877.00. Both balers met the City's bid specifications and staff has had many years of satisfactory service and parts from both vendors.

Staff has had experience with a Cram-A-Lot baler, which the City purchased in 1995. This unit was considered substandard, mainly due to structural breakage, door & hinge failure and computer board issues. Staff has had no experience with Max-Pac balers. Both Downing Sales and JV Manufacturing (Cram-A-Lot) have assured staff that their current balers are superior to the City's previously owned Cram-A-Lot baler.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

After some investigation staff is satisfied that weak structural areas of the Cram-A-Lot baler, which Staff had previously experienced problems with, have been strengthened and the Cram-A-Lot would be an acceptable unit.

However, when staff completed a comparison of the two machines they concluded that the Max-Pak appears to be the heavier built machine. Staff noted the following: The Max-Pak weighs **10,400 pounds** more than the Cram-A-Lot; its motor has 10 horsepower more; it's hydraulic pressure is 24 gallons per minute greater; cycle time is 11 seconds per cycle faster; the main cylinder has a 2" larger bore, 2" larger rod and 13" longer stroke and is 1/8th" thicker in wall size; the platen Pressure is approximately 10 psi greater.

Staff contacted 2 private industries (Johns Manville of McPherson, KS and LMV Magna of Liberty, MO) who own the same model Max-Pak baler as being offered by DeHart Recycling. Both provided favorable comments of their baler's performance.

Recycling balers are exposed to great amounts of pressure and force. It has been the Recycling staff's experience that if a baler is not constructed with a sufficient amount of the correct structural steel it will not withstand these forces and structural and or door failure will follow. It is noteworthy that the Max-Pak weight is over 5 tons more than the Cram-A-Lot baler.

Therefore, it is the recommendation of the Solid Waste Staff that the Max-Pak baler and conveyor system offered by DeHart Recycling be purchased for the sum of \$72,865.00.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 9

SUBJECT: Resolution Approving the Annual Solid Waste Management Plan.

RECOMMENDATION: Approve Resolution

BACKGROUND SUMMARY

The proposed plan was review by the City Commission at the July 27, 2016 Study Session. The Solid Waste Management Plan Committee meeting held on July 20th are attached. The signed resolution will be included in the full plan.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

RESOLUTION NO. _____

A RESOLUTION RELATNG TO THE ANNUAL REVIEW OF THE SOLID WASTE MANAGEMENT PLAN OF CHASE COUNTY, LYON COUNTY, AND THE CITY OF EMPORIA

WHEREAS, the Solid Waste Management Planning Committee met July 20, 2016 at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan Annual Review for Chase County, Lyon County, and the City of Emporia was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of July 20, 2016; and

WHEREAS, the City Commission reviewed the proposed Solid Waste Management Plan and the minutes of the Solid Waste Management Planning Committee meeting at the July 27, 2016 study session;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County, Lyon County, and the City of Emporia by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this ____day of _____, 2016.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
JULY 20, 2016 AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:03 p.m. by Chairperson Ann Mayo. There were nine [9] persons in attendance. The attendance sheet is attached at the end of these minutes.

1) **Approval of Minutes from the July 29th, 2015 Meetings:**

Keith Senn moved to approve the minutes of the July 29th, 2015 meetings as presented. Ben Stallings seconded the motion, and the motion passed unanimously.

2) **Introductions:**

No introductions were necessary as all present had attended these meetings in the past.

3) **Election of Committee Members [Chair, Secretary, etc.]:**

Chairperson Mayo asked for nominations for Chair for 2016-2017. Keith Senn moved for Ann Mayo to continue to serve as Chairperson. Sarah Wyrick seconded the motion, and it passed unanimously.

Chairperson Mayo asked for nominations for Secretary. Sarah Wyrick moved for Chip Woods to continue to serve as Secretary. Keith Senn seconded the motion, and it passed unanimously.

Chairperson Mayo asked the City Staff if there were any major changes in the Plan. Keith Senn said that there were no major changes, and that the required 5-Year Plan Review will be in next year in 2017.

4) **Review and discussion of Solid Waste Activity:**

Keith Senn presented the *Solid Waste Management Plan Meeting Overview For the Year 2015*.

Sanitation Collections:

a) The Department collected 24,708.53 tons of trash from residents, commercial businesses and industries in Emporia in 2015, which is an increase of 1,884.69 tons from 2014. This accounted for approximately 87.21% of the total trash intake at the City of Emporia/Lyon County Transfer Station. Additionally 851.11 tons of construction demolition (C & D) and 7.11 tons of brush were collected by the Roll-Off Service.

b) Purchases for the Collections Department included a 2015 Kenworth chassis with a Galfab roll-off body from Elliot Equipment of Grandview, Missouri (awarded February 4, 2015 and delivered July 23, 2015); a 2016 Pak-Mor 20 yard rear-load body mounted on an existing truck chassis from Downing Equipment Sales of Phillipsburg, Missouri (awarded December 16, 2015 and delivered June 7, 2016); and the delivery of a Crane Carrier automated truck with a New Way body purchased in 2014 was delivered April 2, 2015.

Transfer Station

a) The Transfer Station received a combined total of 43,854.86 tons of materials in 2015, which is an increase of 1,808.92 tons from 2014. 2015 comparison to 2014

indicates an increase in trash (1,135.59 tons), an increase in Government C & D (462.97 tons), and increase of C & D (412.01 tons), an increase of compost (93.63 tons), brush and wood increased (221.85 tons), and a decrease in processed tires (6.90 tons). A total of 28,331.01 tons of Municipal Solid Waste was shipped in 1,235 semi loads to the Hamm's Landfill in 2015 compared to 27,882.49 tons in 1,173 loads in 2014.

b) Hamm's Landfill shipping costs increased by 1.2% (\$0.37 per ton) in 2015 making the base shipping rate for 2015 a total of \$31.07 per ton, making the average price per ton for trash to the Hamm's Landfill in 2015 (including the fuel surcharge) \$31.86 per ton compared to \$33.16 per ton in 2014. The Transfer Station did not charge a fuel surcharge to its customers in 2015. The current Hamm's contract expires in 2020. [NOTE: for 2016 Hamm's Landfill increased their base shipping rate by 1.2% (\$0.37) per ton effective January 1, 2016, making the base rate \$31.44 per ton.] There were no increases in Solid Waste fees in 2015.

c) Annual scale calibration was completed on August 21, 2015.

d) KDHE did not inspect the Transfer Station, Construction Demolition Landfill, Tire Mono-fill or other permitted areas in 2015. An inspection of the closed sanitary landfill was conducted on June 23, 2015 with no cited violations.

d) Ground water tests, sampled in July 2014, indicated that 6 of the monitoring wells exceeded the maximum contaminant level of 10 micrograms per liter of arsenic, and 1 of those wells also exceeded the maximum levels of lead. As a result, KDHE required the City to sample the 6 wells in 2015. The sampling was conducted by BG Consultants and split samples were drawn by KDHE Staff on June 23, 2015. Results of the sampling indicated that all 6 wells continued to exceed maximum levels of dissolved arsenic. However the well which had indicated higher amounts of lead was below the maximum levels. As a result KDHE will require regular testing of all 6 wells in 2016. If higher arsenic levels are detected, testing frequency may increase at KDHE direction (NOTE: BG Consultants sampled the 6 monitoring wells on June 8 and June 10, 2016 with KDHE with split samples conducted by KDHE).

The Committee had a group discussion on the issue of the arsenic. Chairperson Mayo commented that the City Staff contact Lyon County Environmental Health for data that they have on wells in the area.

e) Phase 2 of 28 Construction Demolition Landfill was constructed and began receiving materials in 2015. Because of the landfill design Phase 1 remained open as well. On November 11, 2015, fire was detected in Phase 2 and quickly spread to Phase 1. KDHE was notified and Staff covered the fire with soil to smother the flames and eliminate smolder. The source of the fire was determined to be hot material from a local industry. Phases 1 & 2 will likely remain closed at least through 2017. As a result, Phase 3 was constructed and began receiving materials on November 13, 2015.

f) Equipment purchases and major equipment repair for 2015 included: replacement of the solid rubber front tires for the backhoe; a 3/4 ton 4X4 flatbed truck was purchased (Bid opening November 4, 2015 and awarded to John North Ford on November 18, 2015); the John Deere backhoe used on the Transfer Station floor was sent to Murphy Tractor on November 3, 2016 for full warranty engine replacement and was returned on December 9, 2015.

g) Facility upgrades included: a section of damaged concrete was replaced by the Street Department Staff on May 12, 2015 and a recycling material storage area was

constructed by Staff in May to accommodate materials from the City's Curbside Recycling Project.

h) Garick removed approximately 2,169.85 tons of green wood and waste pallet chips from the site in 2015 to use as Bio-Fuel for the Frito Lay plant in Topeka. Garick discontinued this service effective September 11, 2015. Staff finished the year by grinding and open burning (with a KDHE permit) brush and trees. (NOTE: due to excessive down time resulting from maintenance and structural failure, the City has budgeted funds and is exploring the feasibility of purchasing an Air Curtain Destructor for wood disposal in 2017.)

Recycling Station

a) The Recycling Center accepted and processed materials allowed in previous years through May 29, 2015. Beginning June 1, 2015 the Emporia Curbside Recycling program began. After June 1, 2015 the Center continued to process cardboard and a small amount of shredded office paper. The Center shipped out 1,619.90 tons of material in 2015. Recycling markets were weaker than normal throughout the year. The average price paid for all materials combined in 2015 were \$14.03 per ton lower than in 2014 with \$88.98 paid per ton compared to \$102.65 per ton in 2014. Costs avoided by not shipping his tonnage as trash was approximately \$51,610.14.

The bid for a Material Recovery Facility was awarded to Hamm's, Inc. of Perry, Kansas on February 2, 2015. The Crane Carrier/New Way Recycling Truck was delivered on April 2, 2015. Additionally 8,122 96 gallon Toter carts were assembled and delivered to residents by May 11, 2015. The program startup date began on the west half of the city on June 1, 2015. The bi-weekly Curbside Recycling Program generated 652.49 tons of material during the period between June 1, 2015 and December 31. Combined with other sources (County and City recycling trailers, Counties residents and private recyclers) 817.97 tons of materials were shipped to Hamm's during that period. The Natural Resources Advisory Board developed informational packets delivered to each eligible residence in the program. They are tasked with continuing public information and education for the program

b) The County recycling trailer program continued to service 6 Lyon County cities, 4 Chase County cities and the Kahola Lake Community. In 2015 the program generated 95.215 tons of recyclable materials, a reduction of 3.99 tons from 2014. The program accounted for approximately 3.9% of the total recycled materials accepted at the Recycling Center in 2015 compared to 4.87% in 2014.

c) There were no new equipment purchases in 2015.

d) Building Maintenance included the replacement of the west overhead door on December 12, 2015.

5) **Solid Waste Management Plan Updates and Changes:**

Chairperson Mayo said that we will go through the Plan by Sections for any comments.

Table of Contents: Ben Stallings commented that under the heading for Section 8 that the word "Budge" should be "Budget" and Section 13.h the word "Count" should be "County".

Chairperson Mayo noted that under the **List of Tables** a number of items need to be indented to line up with the rest of the list.

Section 1: Page 1-2: Chairperson Mayo questioned the elevation under Topographical/Soils Characteristics and asked that they be verified for Lyon and Chase County.

Page 1-3: Chairperson Mayo asked for clarification on the Seismic Impact Zones and if they should be a concern. She also questioned the “% Change” figures for Chase and Lyon County in table 1.7 and noted that the wording left of the Table had the projections from 2000 to year **2040** while the Table stated **2044**.

Section 2: Chairperson Mayo asked if the weight limits on the bridge on South Avenue is an issue. Chip Woods said that the Federal Highway Administration (FHWA) has dictated a new method for calculation the weight limits for all bridges and that the bridge is posted to the correct limits.

Section 3: Page 3-1: Sarah Wyrick noted that the last sentence in italics concerning the December 2013 unemployment rate was the same as last year and asked the Staff to see if they can get the December **2014** data for the Plan.

Page 3-2: Chairperson Mayo commented that the information below Table 3.2 be corrected. The information below the table has the years 2009 & 2010, but the Table begins with the year 2011 so the 2009 & 2010 information should be deleted. Keith Senn agreed that the information should be removed.

Page 3-3: Chairperson Mayo noted that the Year Column in Table 3.4 needs corrected. 2012 is listed twice and 2014 is missing. She also noted that the note in italics below Table 3.6 needs removed as it relates to Years 2008 & 2009 and the Table begins with Year 2011.

Page 3-5:

Ben Stallings noted that under the heading Income it reads “Table 3.9 shows **2009** per capita income” but Table 3.9 shows **2012**.

Sarah Wyrick noted that under the heading Housing the last sentence reads “from year 2006 thru year 2010” while table 3.11 has the years **2000** and **2010**.

Page 3-6: Ben Stallings commented that in the Assessed Valuation wording it states that table 3.14 shows the year **2010** assessed valuation while the Table states **2014** Valuations.

Page 3-7: Ben Stallings asked if a column could be added in table 3.16 to show the number of tons sent to the MRF due to the Curbside Recycling program. Keith Senn said that they can include a column next year.

Page 3-8: Chairperson Mayo stated that under Education that there is no longer a Lyon County *Health Department* and it should be corrected to Lyon County *Environmental Health*.

Page 3-10: Ben Stallings commented on the amount of pounds collected for Olpe was correct. Chip Woods said that Olpe does a tremendous job recycling and it is really promoted by the schools. The county has had to add 4 extra days per month for Olpe to get the recycling trailer.

Page 3-11: Chairperson Mayo questioned the word Lyon County “Forces” left of Table 3.21 and near the bottom of the statement should read “*2012, household batteries” instead of “house batteries”.

Page 3-13: Chairperson Mayo questioned the last sentence in the paragraph that states “3% per five year population growth” where previous tables shows a significant population decrease.

Section 4: Page 4-1: Chairperson Mayo commented that the tonnage listed is for 2014 and the total amount transferred 23,858 tons was more than the 22,643 tons received, and asked that the data be corrected.

Section 5: Page 5-1: Sarah Wyrick asked if the items of concern listed on page 5-1 are the same as previous years. Keith Senn said that these items stay fairly standard over the years.

Chairperson Mayo said that the last bulleted item should read “Wood chips” instead of “Wood Chips”.

Section 6: Page 6-2: Chairperson Mayo said that in the information under Automated Collection System the word “residents” should be “residences”.

Page 6-5: Chairperson Mayo asked for a clarification on Drop Off Centers. Keith Senn said that they still have a trailer at Dillon’s for drop off use.

Page 6-6: Fred Reber commented that “MRF” and “MPF” are both used and asked if this was an error. Keith Senn said that “MPF” is a Materials Processing Facility like we have at the Transfer Station. It was suggested that “Materials Processing Facility” be added before the first use of “MPF” to clarify the issue.

Section 7: Page 7-2: Chairperson Mayo commented that in the past paragraph under section 7.d if Black and Veatch were still studying methods for sludge disposal. Keith Senn said that he would check this out.

Section 8: Page 8-1: Chairperson Mayo said that in the heading the word “of” should be removed between “Emporia” and “Solid”. She also recommended that lines be added to the flow chart for clarification.

Page 8-2: Chairperson Mayo commented that under “Financial Needs” it states “The following” budget, but the budget is on a different page. It needs to be clarified to note that the budget is on Page 9-2.

Chairperson Mayo said that under “Operation” it needs to be clarified since the curbside recycling is in operation, not “being explored”.

Section 9: Page 9-1: Chairperson Mayo recommended that the information in the first two tables be corrected and the information listed for 2013 to 2015 be deleted or corrected.

Section 10: Page 10-1: Sarah Wyrick said that curbside recycling needs to be added under “Waste Reduction Strategies”.

Chairperson Mayo asked why the amount of “Waste Disposed Per Person Per Day” in Table 10.1 is increasing when recycling seems to be increasing. Keith Senn said “trash generation has been increasing in recent years”.

Sarah Wyrick asked if the figures for 2015 could be added to Table 10.1.

Section 11: Page 11-2: Chairperson Mayo commented that the empty space between Year 2020 and Year 2021 needs to be reduced so that there is not such a large gap.

Section 13: Chairperson Mayo asked why there are comments in color on Pages 13-29, 13-30, 13-33, 13-53, 13-62 and 13-64. Keith Senn said that they can eliminate the color and save costs. Chairperson Mayo asked if the corrections could be made in color. Derek Wells said “No because it is too costly.” Starting next year he will provide a list of updated and changes made to the plan.

Additional Comments on the Plan:

Sarah Wyrick complimented Keith and his staff for printing the draft plan double-sided to save paper,

6) **Items from the floor (new business/old business):**

There was no old business or new business.

7) **Discuss Illegal Dumping Issue:**

Chip Woods discussed the table he presented showing the costs that the county has paid due to illegal dumping from 1996 through 2015 at a total cost of \$313,373.30. He noted that this will continue to be a problem, and that they are picking up more large items, like furniture and mattresses.

7) **Adopt Solid Waste Management Plan with corrections discussed in tonight's meeting or reschedule for later date.**

Chairperson Mayo asked the Committee to adopt the Plan as corrected. Sarah Wyrick made a motion to approve the Plan as corrected. Fred Reber seconded the motion, and it received a unanimous vote. She thanked the committee members for their attendance and their input. She said that she appreciated their comments and suggestions, and for taking the time to attend tonight because this is important to the community. She also thanked Keith Senn, Derek Wells, Tim Delcamp and Chip Woods for their work on the committee.

Chairperson Mayo adjourned the meeting at 8:40 p.m.

Respectfully Submitted;

Warren Chip Woods
Secretary

2016 Solid Waste Planning Committee Meeting

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 10

SUBJECT: Ordinance to Request Beer Garden for Brickyard 20 Ale House for Professional Disc Golf Association Tournament.

RECOMMENDATION: Mayor Sign Ordinance

BACKGROUND SUMMARY:

The Brickyard 20 Ale House is requesting a temporary exemption from the prohibition of sale and consumption of alcoholic beverages for the PDGA Tournament event to be held on August 13, 2016. The requested exception would include West Fourth Ave. between Commercial Street and Merchant Street, from 5:00 p.m. to 12:00 midnight on that date.

The proposed ordinance includes requirements that all alcoholic beverages remain within clearly identified boundaries to be approved by the Chief of Police, that no one under the age of 21 may possess or consume alcohol, and that the Brick Yard 20 Ale House must meet all city and state requirements for temporary alcohol sale licensing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING WEST FOURTH AVENUE BETWEEN COMMERCIAL STREET AND MERCHANT STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE PROFESSIONAL DISC GOLF ASSOCIATION EVENT AUGUST 13, 2016.

WHEREAS, the Brickyard 20 Ale House has requested an exemption from the prohibition of sale and consumption of cereal malt beverages (CMB) and/or alcoholic liquor on West Fourth Avenue between Commercial Street and Merchant Street in connection with the PDGA;

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

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts West Fourth Avenue between Commercial Street and Merchant Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the PDGA event on August 13, 2016, between the hours of 5:00 p.m. to 12:00 midnight, as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or his designee, which clearly distinguishes the area where alcoholic beverages are permitted both inside the Brickyard 20 Ale House and outside on Fourth Avenue. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

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

SECTION 4. Licensees must meet all the requirements for obtaining a temporary license for sale of alcoholic beverages by the city and the state.

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

PASSED AND APPROVED this 3rd day of August, 2016.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 11

SUBJECT: Consider approval of a Resolution to allow the participation of the Hidden Vista housing development in the City's Rural Housing Incentive District.

RECOMMENDATION: Approve Resolution

BACKGROUND SUMMARY:

In February, 2016, the Kansas Department of Commerce authorized the City to establish a Rural Housing Incentive District pursuant to K.S.A. 12-5241. The Hidden Vista development area was one of the districts approved in the original request. The purpose of such district is to encourage the development of housing in the rural cities and counties of Kansas experiencing a shortage of housing by authorizing direct assistance in the financing of public improvements that will support such housing. A shortage of desirable housing was supported by a housing needs analysis conducted by the City in December, 2015.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. *(MID KANSAS PROPERTIES, LLC- HIDDEN VISTA PROJECT)*

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

WHEREAS, the City of Emporia, Kansas (the "City") has an estimated population of approximately 24,560, is located in Lyon County, Kansas (the "County"), which has an estimated population of approximately 33,690, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein;

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated December, 2015 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3577 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 8, 2016, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefore, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Emporia, Kansas as follows:

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a Rural Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares an intent to adopt the Plan in substantially the form presented to the Governing Body this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, are as described herein:

Housing Facilities- The housing facilities will be composed of 25 single-family homes, plus one common-area swimming pool.

Public Facilities- Public improvements will include the construction of infrastructure improvements located within the boundaries of the District, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on September 7, 2016 in the City Commission Meeting Room of the Civic Auditorium, 515 Mechanic St., Emporia, Kansas; the public hearing is to commence at 1:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of the Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

- a. A certified copy of this resolution shall be delivered to :
 - (i) The Board of County Commissioners of Lyon County, Kansas;
 - (ii) The Board of Education of U.S.D. No. 253; and
 - (iii) The Emporia/Lyon County Metropolitan Area Planning Commission
- b. This Resolution, specifically including *Exhibits A thru C* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on August, 3, 2016.

(SEAL)

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

HIDDEN VISTA FINAL PLAT LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., IN THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 88°32'02" E. 385.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 88°32'02" E. 272.60 FEET; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 S. 01°27'58" E. 40.00 FEET TO THE NORTHWEST CORNER OF HIDDEN MESAS 2, A SUBDIVISION IN THE CITY OF EMPORIA; THENCE ALONG THE WESTERLY LINE AND WESTERLY LINE EXTENDED OF SAID HIDDEN MESAS 2 THE FOLLOWING FOUR COURSES:

- 1) S. 01°27'58" E. 35.08 FEET (HIDDEN MESAS 2: S. 00°03'52" E.)
- 2) S. 09°35'14" E. 222.94 FEET (HIDDEN MESAS 2: S. 08°11'08" E.)
- 3) S. 35°22'01" E. 68.88 FEET (HIDDEN MESAS 2: S. 33°57'55" E.)
- 4) S. 20°49'43" W 389.70 FEET (HIDDEN MESAS 2: S. 22°13'49" W.); THENCE S. 47°00'13" W. 53.38 FEET; THENCE S. 42°59'47" E. 115.06 FEET; THENCE S. 44°52'42" E. 60.00 FEET; THENCE S. 45°07'18" W. 90.00 FEET; THENCE S. 44°52'42" E. 169.72 FEET; THENCE S. 53°05'30" W. 181.76 FEET; THENCE S. 44°52'42" E. 112.33 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5 S. 88°41'30" W. 627.72 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID HIDDEN LAKES SUBDIVISION, SAID POINT BEING N. 88°41'30" E. 10.86 FEET FROM THE WEST SIXTEENTH CORNER OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE EAST LINE OF SAID HIDDEN LAKES SUBDIVISION THE FOLLOWING FOUR COURSES:
 - 1) N. 34°31'11" E. 382.58 FEET (HIDDEN LAKES SUBDIVISION: N. 36°04'49" E.)
 - 2) N. 01°39'13" W. 325.87 FEET (HIDDEN LAKES SUBDIVISION: N. 00°05'53" E.)
 - 3) N. 19°52'38" E. 284.29 FEET (HIDDEN LAKES SUBDIVISION: N. 21°26'16" E.)
 - 4) N. 07°21'15" E. 312.51 FEET (HIDDEN LAKES SUBDIVISION: N. 08°54'53" E.) TO THE NORTHEAST CORNER OF SAID HIDDEN LAKES SUBDIVISION; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 01°27'58" W. 40.00 FEET POINT OF BEGINNING, CONTAINING 11.22 ACRES

Exhibit C

The names and addresses of the owners of record of all real estate parcels within the proposed district:

Real Property Owner of Record: Mid Kansas Properties, LLC
P.O. Box 924
Emporia, KS 66801

Individuals with Specific Interest: Brady Sauder
3704 Crossgate Circle
Manhattan, KS 66503

T.J. Sauder
4610 Aminda
Shawnee, KS 66226

Jamie S. Sauder
2704 Twin Lakes Dr.
Emporia, KS 66801

Steve Sauder
1966 Morningside Dr.
Emporia, KS 66801

Existing (2016) Valuation of Real Estate in Proposed District:

Parcel No.	Assessed Land Value	Assessed Building Value	Total Assessed Value
1930501001001030	\$141.00	0	\$141.00
1930501001001050 (part)	<u>13.00</u>	<u>0</u>	<u>13.00</u>
Total	\$154.00	0	\$154.00

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 12

SUBJECT: Consider Resolution and Planning Commission Application No. 2016-12. A request of Tracy and Michelle Edwards to annex 5 acres (M/L) of property into the city limits, located at 2200 W 30th Avenue.

RECOMMENDATION: At their July 26, 2016 regular meeting, the Planning Commission voted 5-0 as a normal extension of the community.

BACKGROUND SUMMARY:

The applicant is requesting to annex their property into the city limits to have access to public utilities. The property is contiguous with the city limit line on 30th Avenue but less than 50% of the property touches the city limit line. State Statute requires approval from the jurisdiction the subject property is located in prior to approval of the annexation by the City Commission. The first action needed is approval of a resolution from the City Commission to the County Commission requesting their blessing of the annexation. Next, the County Commission will either pass or deny a resolution consenting to the annexation request. Final step, with a resolution from the County Commission approving the annexation, an ordinance by the City Commission finalizing the annexation process and accepting the property into the city limits.

A license agreement was passed June 28, 2016 allowing the applicant access to public utilities located on Bayfront Drive.

The zoning of the property is currently AL, Agricultural District. There are no plans to rezone the property at this time. The property is surveyed at 5.27 acres, which permits the construction of a single family residence in an Ag zone.

ACTION:

You may 1) approve the recommendation of the Planning Commission by a majority vote; 2) override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) table the request; or 4) return the application to the Planning Commission, giving reasons for doing so.

ATTACHMENTS:

Excerpt of Planning Commission Minutes, License Agreement, Aerial Photos, Survey, Resolution

Excerpt of Planning Commission Minutes from July 26, 2016.

The Planning Commission met in regular session on Tuesday, July 26, 2016, with Chair Thomas presiding. Members Bucklinger, Fowler, Miller, and Wade were present. Members Pontius, Rech and Springeman were absent.

Former Planning and Zoning Administrator Kevin Hanlin acted as Secretary for this meeting.

2. APPLICATION 2016-12. A request of Tracy and Michelle Edwards to annex property at 2200 W. 30th Ave into the City of Emporia.

Staff confirmed jurisdiction over this application.
No exparte communication was declared.

This request did not require legal publication or notification of surrounding property owners.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

STAFF REPORT:

The applicant would like to annex their property into the City of Emporia in order to be connect to city utilities. This annexation is contiguous with the city limit line on 30th Avenue, however, it does not have more than 50% of the property contiguous with the city limit. If the Planning Commission grants approval of the annexation, the applicant will go before the County for approval before final approval from the City Commission.

The applicant is proposing to construct a new single family home on the property and have recently removed an existing residence. The proposed use is consistent with the comprehensive plan and the City has approved the water and sewer connections pending approval of the annexation of the property into the City of Emporia. There has been a license agreement granted, which will allow for the extension of the sewer line from 30th Avenue and Bayfront. Staff recommends approval since it would be a normal extension of the community.

Member Bucklinger stated, he had not been aware that a request of annexation did not require legal publication or notification to surrounding property owners. He asked Staff if there were any other requests that do not need publication or notification. Mr. Hanlin responded that Utility and Utility Right of Way Vacations do not require publication and notification.

Member Miller moved to approve Application 2016-12, a request to annex 2200 W. 30th Avenue, based upon Staff's recommendations. Member Wade seconded. Motion approved 5-0.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

Section 1. The Governing Body of the City of Emporia, Kansas finds that a request for annexation of the following described land has been presented to it by Tracy and Michelle Edwards:

A TRACT IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TWENTY-NINE (29) RODS AND FIVE (5) LINKS (481.80 FEET) WEST OF THE SOUTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 32:

THENCE N. 02°29'38" W. A DISTANCE OF 754.00 FEET;

THENCE S. 88°22'00" W. A DISTANCE OF 355.60 FEET;

THENCE S. 16°20'20" E. A DISTANCE OF 107.00 FEET;

THENCE S. 10°58'58" E. A DISTANCE OF 82.00 FEET;

THENCE N. 87°42'40" E. A DISTANCE OF 50.00 FEET;

THENCE S. 01°02'00" W. A DISTANCE OF 44.00 FEET;

THENCE S. 07°27'09" W. A DISTANCE OF 123.00 FEET;

THENCE S. 01°50'16" W. A DISTANCE OF 120.00 FEET;

THENCE S. 01°03'52" E. A DISTANCE OF 284.01 FEET TO THE SOUTH LINE OF SAID SE 1/4;

THENCE N. 88°32'02" E. A DISTANCE OF 308.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.27 ACRES AND SUBJECT TO ROAD RIGHT OF WAY ON THE SOUTH SIDE THEREOF.

The Governing Body further finds that the above described property does not adjoin land within the boundaries of the City of Emporia. The Governing Body further finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

Section 2. The City of Emporia, Kansas hereby respectfully requests that the Board of County Commissioners of Lyon County, Kansas find and determine that the

annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas all as provided in K.S.A. 12-520(c).

ADOPTED AND APPROVED by the Governing Body of the City of Emporia, Kansas this _____ day of _____, 2016.

ROBERT F. GILLIGAN, Mayor

ATTEST:

KERRY SULL, City Clerk

LICENSE AGREEMENT

This License Agreement made this 28th day of July, 2016 is between the City of Emporia ("City"), Kansas, a municipal corporation, and Tracy L. Edwards & Michelle L. Edwards ("Licensee").

Background

- I. City is the owner of a tract of land situated in the City of Emporia, Lyon County, Kansas and generally described as shown on the attached Exhibit A with Easement descriptions and more commonly known as the west right-of-way of Bayfront Drive from W. 30th Avenue to a point approximately 130 feet south of the intersection of Bayfront Drive with W. 30th Avenue.
- II. City is the owner of a utility easement/right-of-way ("City Easement") which generally runs north and south.
- III. Licensee desires to install, maintain, and operate a private sanitary sewer service line within the City Easement ("Licensed Use").
- IV. City is willing to allow Licensed Use within City Easement upon the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

1. City grants and conveys a license to Licensee, under, upon and over a portion of City Easement as shown by the diagram attached as Exhibit A and incorporated by reference in this Agreement.
2. The license granted to Licensee is for the sole purpose of Licensed Use in the City Easement by Licensee or its agents or contractors; and for the purpose of ingress and egress by Licensee or its agents or contractors necessary for Licensed Use.

3. Licensed Use and Licensee's activities on City Easement must not unduly interfere with existing and lawful use of the public right-of-way and must not be hazardous to the traveling public.
4. After installation of the private sanitary sewer service line, Licensee shall repair, or cause to be repaired, City Easement as reasonably necessary to meet City standards applicable to the City Easement and consistent with Licensed Use.
5. Licensee shall repair or replace, at Licensee's expense, any improvements or utilities disturbed during installation of the sanitary sewer line, as nearly as practicable to the condition of the improvement or utility prior to installation of the Licensed Use.
6. Licensee shall install the private sanitary sewer service line off the city street behind the curb and gutter. Further, Licensee shall install sanitary sewer service line at least three feet from any existing utilities if possible. If existing utilities do not allow installation of service line with at least three feet of clearance, Licensee shall install the service line at a reasonable location providing as much clearance as possible with existing utilities.
7. Licensee shall enroll in the Kansas One Call System (or a successor system) and register the private sanitary sewer service line installed under this agreement with the Kansas One Call System.
8. City may terminate this Agreement at will and for any reason. City shall provide a minimum of 60 days notices to Licensee to terminate this Agreement. Licensee shall close and abandon the Licensed Use installed by Licensee on City Easement no later than 5:00 p.m. 60 days after Licensee receives notice from City and according to the regulations of the Kansas Department of Health and Environment. Licensee shall restore

City Easement as reasonably practicable to its condition immediately prior to closure and abandonment of Licensee's service line.

9. Licensee shall release City and any of its franchises from any responsibility or liability for damage to service line installed under this Agreement, except for gross negligence or willful misconduct by City or and of its franchises.
10. Licensee shall indemnify City, its officers, and employees from any liability to persons or property arising out of any gross negligence or intentional misconduct of Licensee or and of its agents or contractors in connection with Licensed Use of City Easement.
11. Licensee shall reimburse City for any real estate taxes it may incur based on the presence of Licensee's sanitary sewer service line on City Easement.
12. Licensee is solely responsible for obtaining any additional easements, licenses, right-of-ways, etc. from other property owners if required to make effective use of this license.
13. The license granted by this Agreement is a covenant running with the land so long as the license continues. Further, the parties bind and obligate themselves and their executors, administrators, successors, and assigns to the rights and obligations granted and assumed by this Agreement. Despite the previous sentence, Licensee shall not assign this license without the express written consent from City, and City shall not unreasonably withhold consent.
14. This Agreement may be filed of record with the Lyon County Register of Deeds by City, at its expense, and if so filed may be terminated by filing a copy of the written termination notice provided for in Section 8 with the Lyon County Register of Deeds.

[signature page follows]

City of Emporia, Kansas



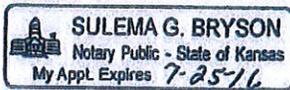
ATTEST

By: Robert F. Gilligan
Robert F. Gilligan, Mayor

Kerry Sull
Kerry Sull, City Clerk

BE IT REMEMBERED, that on this ____ day of _____, A.D., 2016, before me, the undersigned, a notary public in and for the County and State aforesaid, came Robert F. Gilligan, Mayor, Emporia, Kansas, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Sulema G. Bryson
Notary Public

Tracy L. Edwards & Michelle L. Edwards

By: Tracy L. Edwards
Tracy L. Edwards

By: Michelle L. Edwards
Michelle L. Edwards

BE IT REMEMBERED, that on this 28th day of June, A.D., 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tracy & Michelle Edwards, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my notarial seal the day and year last above written.

Michelle O'Mara
Notary Public State of Kansas
My appt. expires 9-9-16

Michelle O'Mara
Notary Public

Proposed
License
Agreement

BAYFRONT DRIVE

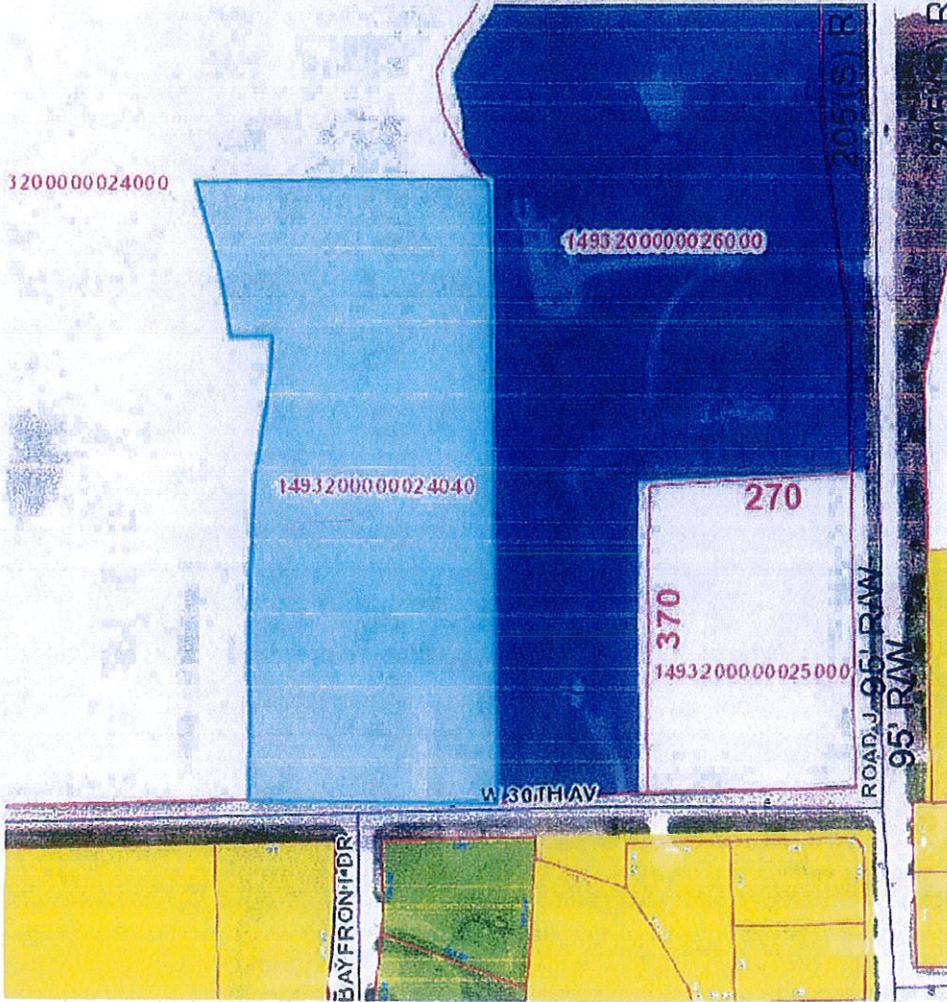


CITY OF EMPORIA, KANSAS

LICENSE AGREEMENT (Edwards)

Exhibit "A"

Aerial/ Location map
2200 W. 30th Ave

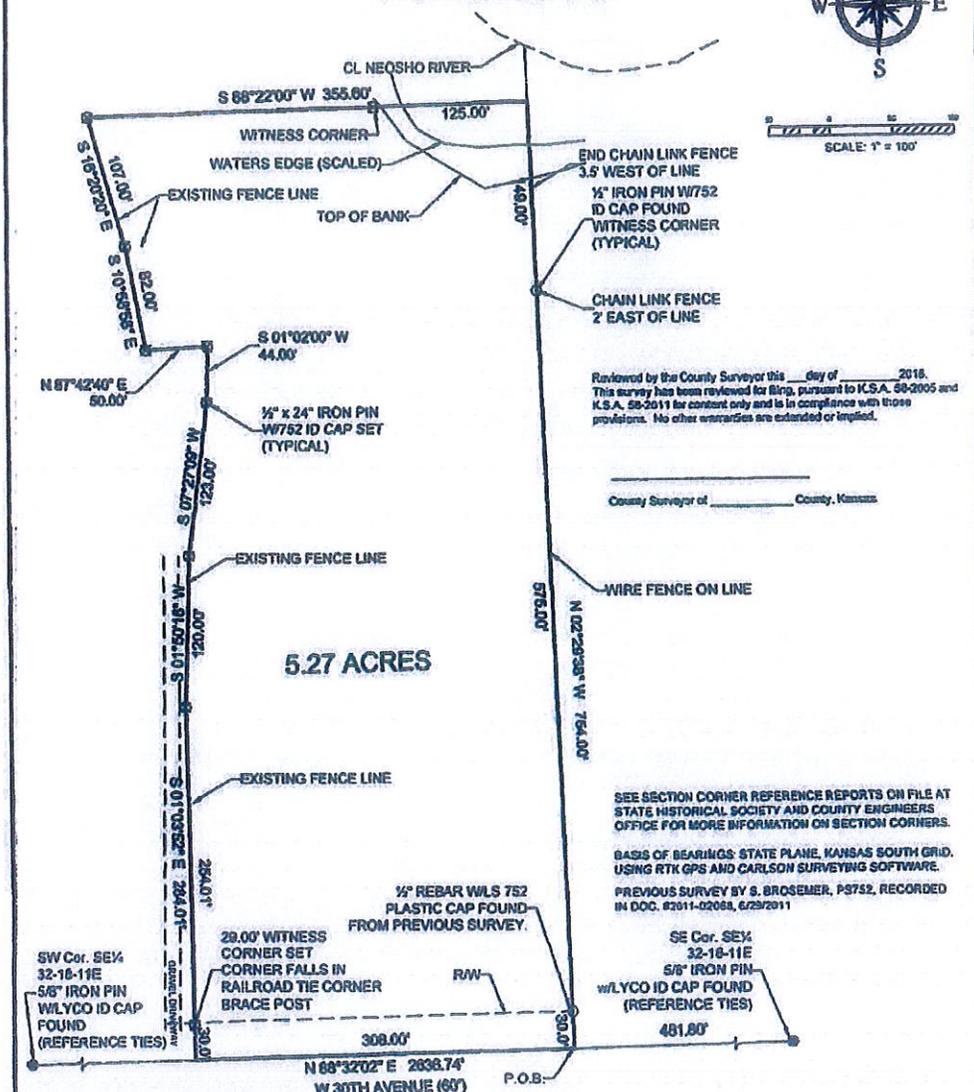


REPORT OF SURVEY

A TRACT IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS



SCALE: 1" = 100'



Reviewed by the County Surveyor this ___ day of _____ 2018. This survey has been reviewed for filing, pursuant to K.S.A. 50-2005 and K.S.A. 50-2011 for content only and is in compliance with those provisions. No other warranties are extended or implied.

County Surveyor of _____ County, Kansas

SEE SECTION CORNER REFERENCE REPORTS ON FILE AT STATE HISTORICAL SOCIETY AND COUNTY ENGINEERS OFFICE FOR MORE INFORMATION ON SECTION CORNERS.

BASIS OF BEARINGS: STATE PLANE, KANSAS SOUTH GRID, USING RTK GPS AND CARLSON SURVEYING SOFTWARE.

PREVIOUS SURVEY BY S. BROSEMER, PS752, RECORDED IN DOC. 82011-02088, 6/29/2011

A TRACT IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TWENTY-NINE (29) RODS AND FIVE (5) LINKS (481.80 FEET) WEST OF THE SOUTHEAST CORNER OF THE SE¼ OF SAID SECTION 32, THENCE N. 02°26'38\"/>

State of Kansas)
County of Lyon) ss

This is to certify and acknowledge that I, Steven S. Brosemer, a Licensed Land Surveyor in said County and State, did prepare this report under my direct supervision. Further, that this report and survey does not comply, with the client's knowledge, to ownership, easements and restrictions of record, unless otherwise shown or stated. Further, that certain corners may have been determined but not physically marked as shown. The field data is shown below.

NOTE: This document is not original unless the signature and date are blue ink.

CLIENT: SMILEY EDWARDS
R2: CHANGE TRACT 3-1-16



GeoTech, Inc. 115 W. 6th AVENUE, EMPORIA, KS 66801 (820)342-7401 FAX: (820)342-8722	PROJECT #	FIELD DATE	DRAWN BY	SHEET(S)
	18027-02.dwg	2/15-28/2016	BH/PB	1 OF 1

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 13

SUBJECT: Set Date for Budget Public Hearing.

RECOMMENDATION: Approve Budget Hearing Date.

BACKGROUND SUMMARY:

The Commission needs to set the public hearing for the 2017 Budget for August 17, 2016.

The Notice of budget hearing will be published in the Emporia Gazette 10 days prior to the budget hearing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 14

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 August 10th Study Session

- Final Discussion of Budget
- Review Commission Goals
- Request for Change of Downtown Parking Designation between 700-800 Block of Merchant Street.
- Review Towing

Joint Luncheon w/Community Housing Board

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 3, 2016

ITEM NUMBER: 15

SUBJECT: City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY:

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

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

COMMISSION MEETING

7:00 P.M.

JULY 20, 2016

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, July 20, 2016, in the City Commission Meeting Room with Mayor Gilligan presiding and Commissioners Geitz, Giefer, Harmon and Mlynar present. Also present were City Manager McAnarney, Assistant City Manager Witt, City Clerk Sull and City Attorney Montgomery.

MAYOR AND CITY COMMISSIONERS REPORTS AND COMMENTS

This is the time for the Mayor and City Commissioners to make comments and reports to the public. There was no information to report at this time.

Consent Agenda

It was moved by Commissioner Geitz, seconded by Commissioner Mlynar that the Consent Agenda listed below be ratified as a whole:

- a. Consider minutes of the Regular Meeting held on July 6, 2016.
- b. Consider ratification of Payroll Ordinance for period ending July 8, 2016.
- c. Consider Approval of June Budget.
- d. Consider the Distribution of Funds from the Transient Guest Tax Fund to Dynamic Disc for PDGA.

The vote follows: Commissioner Geitz, aye; Commissioner Mlynar, aye; Commissioner Giefer aye, Commissioner Harmon, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Public Comment)**

Representative of the Shrine Bowl of Kansas, was in attendance to accept a proclamation declaring July 30, 2016 as "Kansas All-Star Football Shrine Bowl Day" in Emporia. He stated the five Shrine centers of Kansas, Abadallah of Overland Park, Arab of Topeka, Isis of Saline, Midian of Wichita and Mirza of Pittsburg, will sponsor the 43rd Annual All-Star Football game on July 30, 2016 in Emporia. For over 90 years has treated over 1 million children with orthopedic disabilities and thousands of severely burned children through its network of hospitals. The citizens of Kansas help support this effort through the Kansas All-Star Football

Shrine Bowl.

Mayor Gilligan then presented the proclamation.

ACCOUNTING DEPARTMENT
(Accept the 2015 Comprehensive Annual Financial Report)

April Swartz, representing Varney & Associates, CPA's, was recognized and addressed the Governing Body. She was present to report on the CAFR procedure and answer any questions. She stated this year may be due to the implementation of GASB 68, unrestricted fund balance decreased. She stated the City of Emporia continues to have a favorable report.

The Commission accepted the 2015 Comprehensive Annual Financial Report (CAFR) as presented.

PAVING
(KLINK Resurfacing Project No. PV1601
(US Hwy 50 Graphic Arts Road to Prairie St.)
(Bids)

Jerry Menefee, City Engineer, was recognized and addressed the Governing Body. He stated there was one bid out of five plan holders that submitted a bid for the KLINK Resurfacing Project No. PV1601 on US Hwy 50 from Graphic Arts Road to Prairie Street. He stated this project is a 50/50 split up to \$250,000 with the State. This project is budgeted at \$250,000 out of the Multi-Year Fund. He stated staff is recommending awarding the project to APAC-Kansas, inc. Shear Division for the base bid amount of \$445,970.50. APAC has completed past resurfacing project and the city has been pleased with the quality of work and professionalism. The Engineer's estimate was \$468,587.70.

Commissioner Geitz made a motion awarding the 2016 KLINK Resurfacing Project No. PV1601 to APAC-Kansas, Inc., Shear Division for the base bid amount of \$445,970.50. Commissioner Harmon seconded the motion. The vote follows: Commissioner Geitz, aye; Commissioner Harmon, aye; Commissioner Giefer, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

PARK DEPARTMENT

(Authorize Purchase of Playground Equipment for Hammond Park)

City Manager McAnarney stated the Commission had previously discussed a poured-in-place surface/playground for Hammond Park. It will replace the existing playground equipment that is no longer adequate. He stated the City of Emporia has worked with ATHOC (Lenexa, Kansas) on the design and cost of the proposed playground equipment. ATHOC will purchase the material/equipment from an approved purchasing cooperative. This material is basically maintenance free equipment with a life expectancy of 15 - 20 years. He stated the project will be paid for from budgeted funds in the Multi-Year Fund and the Special Parks Fund and there is \$150,000.00.

Commissioner Giefer made a motion to approve the proposal from ATHCO (Lenexa, Kansas) for a pour-in-place surface/playground form Hammond Park in the amount of \$148,316.00. Commissioner Geitz seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Harmon, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Board Appointment)**

Community Housing Board:

It was moved by Commissioner Mlynar, seconded by Commissioner Geitz to re-appoint Patrick Werly, Cruz Jasso, Jennifer Skiles, Kevin Ogle and appoint Megan O'Brien to the Community Housing Board for terms that will expire on May 1, 2019.

The vote follows: Commissioner Mlynar, aye; Commissioner Geitz, aye; Commissioner Giefer, aye; Commissioner Harmon, aye; and Mayor Gilligan, aye.

**ANIMALS
(City Code)
(Amendments to the Animal Control Ordinance)
(Ordinance Number 16-30)**

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO ANIMALS AND FOWL; AMENDING SECTION 6-1 DEFINITIONS, to which the City Clerk assigned Ordinance Number 16-30, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated this proposed ordinance would amend sections 6-1 and 6-21 updating these sections to include a definition of Community Cat Caregivers and exempting Community Cat Caregivers from being considered owners or harborers of feral cats.

Commissioner Harmon made a motion to approve Ordinance Number 16-30, an ordinance pertaining to animals and fowl, amending section 6-1 to include the definition of Community Cat Caregiver. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harmon, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

**ANIMALS
(City Code)
(Amendments to the Animal Control Ordinance)
(Ordinance Number 16-31)**

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO DOGS AND CATS; AMENDING SECTION 6-21 OWNER OR HARBORER DEFINED, to which the City Clerk assigned Ordinance Number 16-31, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated this ordinance amending Section 16-21 pertaining to dogs and cats owners or harborer defined. She stated this amendment specifies that this ordinance shall not apply to community cat caregivers.

Commissioner Giefer made a motion to approve Ordinance Number 16-31, an ordinance pertaining to dogs and cats. Commissioner Giefer, aye; Commissioner Harmon, aye; Commissioner Geitz, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

**MUNICIPAL COURT
(Amending Court Costs)
(Ordinance Number 16-32)**

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO COSTS IN MUNICIPAL COURT, AMENDING SECTION 201 COSTS IN MUNICIPAL COURT, to which the City Clerk assigned Ordinance Number 16-32, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated pursuant to HB 296, municipal courts are now required to send an additional \$2.50 to the State for all cases in city court involving diversions, bond forfeitures, or findings of guilt. The required fee is increasing from \$20 to \$22.50. She stated Municipal Court staff is requesting in increase in court costs from \$70.00 to \$73.00.

Commissioner Geitz made a motion to approve Ordinance Number 16-32, an ordinance to update municipal court fees from \$70.00 to \$73.00. Commissioner Mlynar seconded the motion. The vote follows: Commissioner Geitz, aye; Commissioner Mlynar, aye; Commissioner Giefer, aye; Commissioner Harmon, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(City Manager's Report)**

This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public information that may be of a general interest. The following information was presented at the meeting:

TENTATIVE AGENDA FOR JULY 27TH STUDY SESSION

1. Continued Budget Review If Necessary
2. Review Solid Waste Management Plan
3. Update of RFQ's Comprehensive Plan

Joint Luncheon w/Emporia Rec. Center

Commissioner Giefer then made a motion to adjourn. Commissioner Mlynar seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Mlynar, aye; Commissioner Geitz, aye; Commissioner Harmon, aye; and Mayor Gilligan, aye.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk