

**LOUISBURG CITY COUNCIL
REGULAR MEETING
6:30 P.M., NOVEMBER 4, 2024
CITY HALL, 215 S. BROADWAY**

The council will conduct a workshop at 6 p.m. This is the livestream link for the workshop:

<https://boxcast.tv/view/louisburg-city-council-workshop-mhmukszogrfjvn4tcds>

Council meeting livestream link:

<https://boxcast.tv/view/louisburg-city-council-pnk5qkj8hcuitias25kq>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. APPROVE MINUTES - of the Oct. 7, and Oct. 21, 2024, regular meeting
5. APPROVAL OF BILLS
6. RECOGNITION OF SCHEDULED VISITORS
7. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only. Please state your name and address.
8. COUNCIL/COMMISSION REPORTS
9. DEPARTMENT REPORTS
 - A. Finance
 - B. Public Works
 - Sewer manhole rehabilitation
 - Award of Bid for LAC renovation
 - Construction inspection for LAC Renovation
 - C. Fire
 - D. Police

- E. Administration
 - City Insurance Bid

10. CITY ATTORNEY'S REPORT

11. MAYOR'S REPORT

- Appointment to Planning Commission – Christian Brown

12. ADMINISTRATOR'S REPORT

- A. Rural Water District #4 Draft Interconnect Agreement - Continued

- B. Code Update for Horses in City Parks – Continued

- C. Parks and Recreation Outdoor Facilities Donation Policy

13. Executive Session – Legal Matters

14. Executive Session – Non-elected Personnel

15. ADJOURNMENT

**CITY OF LOUISBURG, KANSAS
MINUTES OF REGULAR MEETING
OCT. 7, 2024**

Workshop Livestream link:

<https://boxcast.tv/view/louisburg-city-council-workshop-wflmivyndaegzzqefl8f>

Council Livestream link:

<https://boxcast.tv/view/louisburg-city-council-imjwcy5zz9svkfqgwsfg>

The Council of the City of Louisburg, Kansas, met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Donna Cook presiding.

Council Members Steve Town, Scott Margrave, Tiffany Ellison, Clint Ernst, Kalee Stone

City Administrator Nathan Law

City Clerk absent

Finance Director

Public Works Director Peter Yazbec

Communications Coordinator Jean Carder

Police Chief Josh Weber

Fire Chief Gerry Rittinghouse

City Attorney Mary Stephenson

PLEDGE OF ALLEGIANCE

Mayor Donna Cook led the pledge of allegiance.

APPROVAL OF THE AGENDA

Mayor Cook asked for approval of the agenda with the removal of item 12D. Councilmember Clint Ernst moved, seconded by Councilmember Scott Margrave and carried 5-0, to adopt the amended agenda.

APPROVAL OF THE MINUTES

Councilmember Tiffany Ellison moved, seconded by Councilmember Steve Town and carried 5-0, to approve the minutes as presented.

APPROVAL OF THE BILLS

Ellison moved, seconded by Town and carried 5-0, to approve the bills.

SCHEDULED VISITORS

Andy Nowachek and Marsha Schultz, representing the Original Farmers Market, told councilmembers this was the 23rd year for the group and said their last day for the season was Sept. 22. They thanked the council for the use of the park and presented the City with a donation.

PUBLIC COMMENTS

None

COUNCIL REPORTS

Kalee Stone – no report

Clint Ernst – expressed his appreciation to Public Works for maintaining the brush dump. He asked about the condition of the asphalt near S. Seventh and Metcalf and asked if that was a result of the water main break. City Administrator Nathan Law said the area has been patched but is awaiting striping.

Tiffany Ellison – reported the hybrid pedestrian beacon located at Summerfield/Aquatic and Amity is fantastic and loves it and that it's being used. She said she knows that it was a KDOT project but glad that it was able to get completed. Ellison also said the rescheduled Freedom Fest was also fantastic and just a different vibe with it being in the fall this year.

Scott Margrave – no report

Steve Town - expressed his appreciation to Public Works employee Stan Shofner for his work at Lewis-Young Park and said the park looked really good for Freedom Fest. Shofner was able to help with some last-minute needs for the fire crew working on the fireworks. He also expressed thanks to the Fire Department for assisting with the event and wanted to especially acknowledge those in particular who helped with the fireworks to include Arlen and Kyle Thompson. Town said the support is greatly appreciated.

DEPARTMENT REPORTS

Finance – In the absence of Finance Director Mikesic, Law said the draft RFP for audit services is included in the agenda packet. Law noted there was discussion in the workshop prior to the start of the regular meeting about tabling the matter until the Finance Director is in attendance. Ernst said he would prefer to see replies to the RFP have a required subject header so that any emails don't get lost in spam. This should also be the case for questions/comments to staff about the RFP. He likes the timeline. He confirmed this would be the audit for 2024 with delivery in April 2025. Law confirmed that was correct. Law asked Council if they are comfortable moving forward or is there desire to wait. Law noted the timeline would need to change if the item is tabled. Ellison said she has no problem moving forward with it. Cook went around the dais and asked other council members their option. The other council members then stated they had no concerns with moving forward. Ellison moved, seconded by Stone and carried 5-0, to approve the RFP with the suggestion changes for emailing.

Public Works –

LAC Bid Information - Public Works Director Peter Yazbec reviewed the estimated cost for the Louisburg Aquatic Center and said the estimate includes a 15 percent contingency. Ellison noted only a concept is available and pictures provided are very small and hard to read. She said previous discussions had included landscape and doesn't see that on the plan and asked if it should be anticipated. Yazbec said shading and shade structures are part of the concept. He noted the bulk of the work being done is to the zero-depth entry. He explained the cabanas and where they will be located. He said we do need to be budget conscious about what needs to be done to include the new features and repairing the leak, provide ADA access and bringing the main drain up to compliance. Additional considerations for landscape, shade and additional seating could be addressed at a later date. Ernst asked if it would be possible to have the top three bidders to bring in their ideas or asked if that was outside the scope. Ellison stated that is was the design and we are just bidding construction. Yazbec confirmed this is the bid package to go out. If additional landscaping is desired, it needs to be part of the bid package. Kent Rittig, representing Lamp Rynearson, said the engineering firm focused on the beach (zero-depth entry) and deck work. Ellison said her concern is if we don't have the conversation now then we might not be able to add something later. She asked what the \$45,000 line item was for. Rittig said most of the work will be replacing existing deck and there will be an effort to avoid ripping up good concrete. Ernst wants better

communication with staff. Yazbec said staff is focusing on getting the most improvements for the smallest investment. Margrave asked if the pool heater is included in this. Yazbec the heater will be replaced but it is out of a different fund. Ernst pointed out that replacement was not part of the 2024 budget. Yazbec agreed that it is not. Ellison said she doesn't want to slow down the process but does want to talk about future improvements. Stone said this looks like a needs project with a potential phase 2 more of a wants project. Ellison moved, seconded by Town and carried 5-0, to move forward with the bid process.

Rettig said the plans are to let it for bid with a bid review Oct. 17 at the LAC and bids will be due Oct. 29. There is potential a recommendation for bid approval will come back as soon as the first meeting in November. He said it is an aggressive timeline and the goal is to open the pool on time next May.

Sewer Replacement – Yazbec said the sewer line near S. Sixth and S. Elm has had issues in the past and has failed. Open trenching will be difficult because of all the utilities in the area. One of the bidders, SheDigs It, is the only company who performs pipe bursting. This is the recommended way to make these repairs. Ernst asked about the downtime and how that will be communicated with nearby residents. Yazbec said there would be interruptions, but staff will do its best to minimize those. Ellison asked if pipe bursting is a quicker process. Yazbec said the pipe bursting is what is recommended with all the utility impacts. Stone moved, seconded by Ellison and carried 5-0, to accept the bid from SheDigs It.

Diesel – Yazbec noted the price range for diesel is hovering between \$5,000-\$6,000 for the winter Public Works need. He said prices fluctuate daily. Margrave asked how often fuel is purchased. Yazbec, who has not been with the City for a full year, said he is unsure but said this is over the limit allowed by the current Purchasing Policy. Cook asked if this was for the larger equipment. Yazbec said it is. Law said he realizes it's hard to pin down the exact cost but asked Council if they would be willing to approve exceeding the purchasing limit as the fuel needs to get ordered before winter sets in. Ellison moved, seconded by Stone and approved 5-0, to allow for the purchase of diesel fuel to exceed the \$5,000 Purchasing Policy requirement without coming back to the Council.

Fire Department – Chief Rittinghouse thanked Town and the fire crew for their extra help Saturday with the fireworks, Cider Run and former Fire Chief Paul Richards' visitation. A memorial bench was donated by Fire Department in memory

of Richards and the family donated it back to the department. Rittinghouse asked for permission to set it by the trail outside the fire station. Miami County has purchased a used truck from the Overland Park Fire Department. It will be a big heavy rescue engine located at the Louisburg station. He said the sign company is a bit backed up so the truck will still have the OPFD markings on it for the time being.

Police Department – Chief Weber said Cider Run went off without any major issues. He thanked the Chamber for allowing officers to participate in the run in full gear. He said Police have received some complaints and Weber is working with Law about addressing some Code language in regards to these complaints. They are still working on phone solutions, cameras, compliance work and training. He reported Facilities Coordinator Summa coordinated work on the HVAC system at the station. He also thanked the Fire Department for the loan of the UTV for use at the Cider Run, which was appreciated as some runners got a bit overheated in the warmer weather that day.

Administration – Law echoed those sentiments already expressed for all the support at recent activities and provided condolences to Chiefie Richards’ family.

CITY ATTORNEY REPORT

Attorney Stephenson had no report.

MAYOR’S REPORT

Tourism Conference - Cook said on behalf of the Convention and Tourism Committee she would like to attend a tourism conference Oct. 21-23 in Olathe at a cost of \$275. Law said this amount is not budgeted this year and is not separated from the General Fund in its own department at this time but will be next year. Ernst asked if there are funds available in Convention and Tourism. Law said the source of funding is there but it has not been budgeted but there is no concern of going over budget in the General Fund by approving the request. Ernst moved, seconded by Town and approved 5-0, for Cook to attend the conference.

Farmers Market Sign – Cook asked Law if he had a chance to talk representatives of the Original Farmers Market about the sign located on the Farmers Market block. Law said he had not been able to connect yet but there is no problem to have the other market hang a sign.

ADMINISTRATOR'S REPORT

Gas Connect Fees – Law reviewed the pass-through third-party costs for new gas connections. A suggested change to Code language would allow for the City to capture those additional costs that the City is currently covering. Ellison thought we were setting a cost and then waiving it. Law said if that is the preferred option by Council it can happen. Ernst said this has the potential for sticker shock. Law said the cost would be discussed with the requester before work happens. Law said an estimated price would be obtained from the City's third-party gas operations company, USDI, and the requester would need to sign off on it before work commenced. Law said he could bring back a second alternative with two flat fees. Council asked for it to be tabled for staff to bring back additional costs.

Sewer Rate for Commercial – Law said staff has provided an option to allow for a winter average for commercial properties like what occurs for residential properties. He said it is possible that a larger commercial user may prefer a deduct meter rather than using a winter average. Law said some customers already use the deduct meter. Ellison noted another option is to have a second meter for landscape watering. Ernst asked if we needed hard numbers or a definition. Law said the discussion comments have focused to better clarify who qualifies for a commercial winter average. Law said he will work on language and bring back to the next meeting.

LRC Employment Agreement – Ernst confirmed nothing has changed in the agreement. Law said that is correct and noted the LRC had signed off on the agreement at its last meeting. Ellison moved, seconded by Margrave and carried 5-0, to approve the employment agreement with the LRC.

Christmas Tree – Members of the Gene and Edith Elliott family would like to donate a Christmas tree for the City's downtown decorations. The estimated cost of the tree is \$16,600; however, there will be additional expenses for shipping and a tree topper that the city would need to cover. Councilmember Cook expressed her preference for a live tree to be planted in the green space. Councilmember Ellison acknowledged there were valid concerns and questions but emphasized that she did not want to disrespect the family's generous donation. Cook requested a consensus regarding the choice between an artificial or live tree. Ellison inquired about whether the city purchased a live tree each year. Carder clarified that past live trees had been donated, but that option was no longer available, as the previous donor could not provide one. Stone asked if a decision needed to be made that night, noting the

expense and expressing discomfort with feeling pressured. Carder indicated that a vote would be necessary that evening to ensure the tree could be received in time for the holiday season. Ernst questioned the amount budgeted for the tree each year, to which Carder explained that it was funded by the Holiday Magic on Broadway, which the city allocates money to annually. Cook mentioned that the Elliott family would like a plaque displayed with the tree each year. Carder responded that the library was willing to assist in creating the plaque with their equipment. Margrave inquired about the storage location for the tree, and Carder confirmed it would be stored at the water tower on Aquatic Drive. Ernst expressed concern that this matter had been presented suddenly and questioned whether the city planned to forgo a tree this year if the donation was not approved, as he did not want to feel pressured to make a decision. Stone expressed a belief that cheaper options might be available. Ellison acknowledged that the family had put thought into this donation and wanted to invest in the city, emphasizing the importance of honoring that effort. Ellison asked whether the Elliott family had specifically chosen this tree. Carder explained that Mr. Elliott provided her with ideas, and she presented options; the tree discussed that night was selected by the Elliott family. Stone expressed a desire for more time to explore other options and price points, suggesting staff present cheaper alternatives to the family. Carder reiterated that this tree was chosen based on specific criteria the family had in mind. Ellison praised the family's willingness to make the donation and expressed a desire to honor it in some way. Discussion continued about the merits of artificial versus real trees. Carder showed the council a better picture of the proposed tree on her laptop. Stone requested that this item be revisited at a later date. Carder reiterated that due to time constraints, they needed to order the tree immediately. Ernst stated that while he understands it is a donation, he believes there are cheaper options available. Margrave expressed a desire to accept the donation as presented. Cook reiterated her preference for a real tree instead. Town expressed a desire to accept the donation as presented. Stone noted that the tree and associated costs were not what Mr. Elliott originally wanted. Carder clarified that Mr. Elliott had indeed chosen both the type of tree and the cost. Cook asked when this matter was first brought to the staff's attention. Carder indicated that Mr. Elliott reached out in July or August, but no decisions had been made until recently. The council also discussed warranty and replacement costs that would be the city's responsibility. Ellison asked if the family had indeed asked for an artificial tree to which Carder said yes.

Town moved, seconded by Margrave to accept the Elliotts donation for the 16ft panel tree. Ernst asked if that included the cost of the shipping and tree topper. Town said the motion includes the 3D topper and shipping paid for by the city. The motion failed 2-3 with Ellison, Ernst and Stone voting no.

Cook stated she would get with Carder on another option in Olathe where they may be able to purchase the tree to have it in time.

Executive Session

Law recommended the Council move to recess into executive session for consultation with the City Attorney on an item deemed privilege in the Attorney/Client relationship under K.S.A. 75-4319(b)(2) to include the City Administrator with the open meeting to resume at 8:11 p.m. Ellison moved, seconded by Margrave and carried 5-0, to move into executive session.

No action was taken when the meeting resumed from executive session.

ADJOURNMENT

At 8:11 p.m., Ellison moved, seconded by Margrave and carried 5-0, to adjourn the meeting.

Approved:

Donna Cook, Mayor

Attest:

Jean Carder, recording secretary

**CITY OF LOUISBURG, KANSAS
MINUTES OF REGULAR MEETING
OCT. 21, 2024**

Workshop Livestream link:

<https://boxcast.tv/view/louisburg-city-council-workshop-ne5xjm58zrmzxfasifk1>

Council Livestream link:

<https://boxcast.tv/view/louisburg-city-council-wdw0zgrvmrvj6ituprur>

The Council of the City of Louisburg, Kansas, met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Donna Cook presiding.

Council Members Steve Town, Scott Margrave, Tiffany Ellison, Clint Ernst, Kalee Stone

City Administrator Nathan Law
City Clerk Jessica McGowin
Finance Director Richard Mikesic
Public Works Director Peter Yazbec
Communications Coordinator Jean Carder
Police Chief Josh Weber
Fire Chief Gerry Rittinghouse
City Attorney Mary Stephenson

PLEDGE OF ALLEGIANCE

Councilmember Steve Town led the pledge of allegiance.

APPROVAL OF THE AGENDA

Mayor Cook asked for approval of the agenda moving 12D to 12A. Councilmember Tiffany Ellison moved, seconded by Councilmember Scott Margrave and carried 5-0, to adopt the amended agenda.

APPROVAL OF THE MINUTES

Consensus was to re-word the Christmas Tree section as councilmembers didn't believe the way it was presented captured the appreciation they had for the donation. Minutes will be corrected and brought back to the next meeting for approval

APPROVAL OF THE BILLS

Questions on the bills list:

Margrave –

Apple Electric - Margrave asked what was repaired. Administrator Law stated it was for the awning lights at City Hall and lights at Ron Weers Park.

Fox Hall refund - Margrave asked why the Fox Hall refund was \$125 instead of \$100. Carder explained the extra \$25 deposit was for the round tables.

HR Consulting – Margrave asked if this was a monthly charge. Law said yes.

Attorney Mary Stephenson – Margrave inquired about the simultaneous submission of the July, August, and September invoices and the differences in their costs. Stephenson explained that it was a quarterly bill and that her billing times vary depending on the time needed for that month, which accounted for the price differences.

Ernst –

Lost Check - Ernst inquired about another lost check, expressing concern that this issue is becoming more frequent. Finance Director Mikesic explained staff is currently auditing uncashed checks. As part of this process, a check will be reissued provided the recipient understands and signs an agreement stating that they will not cash the original check if it is found.

Town moved, seconded by Ellison and carried 5-0, to approve the bills.

SCHEDULED VISITORS

None.

PUBLIC COMMENTS

Carol Aust, Louisburg KS – Aust requested the council to approve the donation of a Christmas tree from the Elliott family that was discussed at the previous meeting. She noted that it is a commercial-grade tree with easily replaceable panels, which should last between five to eight years. Aust expressed her desire for the council not to decline such a generous gift. She mentioned that she watched the last meeting, where the council voted against accepting the tree. Additionally, she stated the Elliott family would cover the shipping costs and the star for the tree. Stone clarified that the council had not been informed about the family's offer to pay for shipping. The council's previous vote was to seek more information and explore other options, which resulted in the motion to accept the tree not passing. Aust offered to provide any necessary information about the tree. Cook inquired about the deadline for ordering the tree. Aust responded that it needed to be ordered soon. Stone had spoken with a family member and confirmed that there was still time to purchase it, as the council voted against making a rushed decision without further review. Aust stated that it would need to be ordered tomorrow so it needed to be passed tonight. Ernst asked about the replacement cost, which Aust agreed to provide. He also raised concerns about what would happen if the tree failed within the first year. Aust responded that the tree comes with a three-to-five-year warranty. Ernst expressed his worry that if the tree failed within a year and the council chose not to replace it, that would not honor the donation. Ellison added that they wanted to ensure the donation was protected. Ernst acknowledged that while the donation was great, it was important to have all the details at hand before making a decision. He did not appreciate feeling pressured to vote that night. Stone reiterated that she did not want to feel rushed and emphasized the need for specifics in case the city needed to replace parts or the entire tree. Ellison thanked Aust for her input and posed a question regarding the tree's lifespan: if it lasts five to eight years, the city will need to allocate funds to replace it. Ernst asked if they could consider delaying the order until next year to avoid making a hasty decision. There was some discussion about when the issue was first brought to staff and then to the council, to which Aust replied that they were waiting on the family. Aust committed to returning to the meeting that evening with exact costs and additional information about the tree.

COUNCIL REPORTS

Kalee Stone – Stone inquired about when the no smoking signs were placed at Lewis Young Park and if they had always been there. Law noted that the signs had been up

for quite some time. Stone mentioned that people had questioned her about the installation date of the signs. Ellison explained that the signs were installed at the request of LRC some time ago. Margrave agreed and it was stated that it had been approximately a year and a half since their installation

Clint Ernst – Ernst rented Fox Hall and stated that he didn't realize that taking the trash with you was part of the cleaning contract. He stated it would be nice to have a place for renters to put their trash, so they do not have to haul it in their cars. He also stated that the new facilities coordinator Danny Summa has been working on the trash situation and plans to bring forth recommendations at a later date.

Ernst asked if the group Holiday Magic on Broadway would be incorporated with the donation of the tree or if the tree would solely belong to the city. It was stated that the tree would belong to the city. Ernst questioned if the shipping cost would all be on the city. Law stated that while we usually have a live tree donated, we still paid to have lights put on it, and those funds could go towards that cost.

Ernst expressed the desire to conduct a satisfaction survey the staff. He has prepared 10 sample questions and requested the council's permission to collaborate with Mayor Cook and Administrator Law to develop the survey. Law mentioned that he also has samples he could provide, stemming from the 360 review of his administrative goals for the year. The council reached a consensus that Ernst should work on the survey with Mayor Cook and Law. Stone emphasized the importance of maintaining anonymity in the survey, and all council members agreed that it must remain anonymous.

Tiffany Ellison – Ellison attended an aquatic center pre-bid construction meeting where Facility Coordinator Summa was also in attendance. Ellison wanted to point out that he is doing a great job. She stated he is taking on new things and his qualifications, experience and personality are really showing through in a positive way. Ellison also thanked Public Works Director Peter Yazbec for his quick action to attend to an issue with a broken sprinkler head that happened during the light installation at Amity and Summerfield. Ellison also asked about the sod that was placed, noting that it looks dead and what happens if it all dies. Yazbec stated there is a certain timeframe to water. He will check to see if there is a certain number of days it has to be watered or if it is until the grass is established. It was also mentioned that they have a hydrant meter and are using water from the hydrant. Ernst stated

they could be overwatering it with the amount of pressure that they are getting out of the hydrant.

LRC update – Ellison asked Mayor Cook about the upcoming appointment for LRC and whether it would involve an application process. Cook responded that the appointments would be made in December and indicated that she plans to reappoint the current board member, provided the board member is willing to continue. If the current member does not want to continue, Cook stated she will accept applications for the position.

Scott Margrave –Margrave inquired about a bright light at the aquatic center, to which Carder responded that it is a security light. Margrave expressed his surprise that no complaints have been received regarding its brightness; however, he noted that if there have been no complaints, that is a positive aspect.

Steve Town - Town announced a meeting was held for Freedom Fest to begin preparations for next year's event. Mayor Cook inquired about the committee members. Town listed the following individuals as part of the Freedom Fest Committee: Jean Carder, Drew Siebert, Dr. Jake Polzin, and Dr. Tyler Burrow. It was also mentioned that Chandra Jones typically assists with the event; however, due to her recent job change, it is uncertain whether she will be able to contribute in the future.

DEPARTMENT REPORTS

Finance –

Quarterly Reports

Mikesic provided the council with two reports: the composition of cash and a cash and budget report. Ellison asked about the \$616,000 aquatic center fund. Mikesic clarified that this amount includes all receipts and sales tax. Ellison then specified that she was referring to the \$255,000, to which Mikesic replied that it generally covers the costs of operations. He noted that repairs and improvements planned for presentation to the council before the year's end are not included in this figure. Ellison confirmed that the amount discussed was solely for operations for the year. Ernst inquired about the cash and budget report, highlighting that expenditures were below the goals for most buckets. Ernst asked about the general fund specifically asking if the Excel spreadsheet used during workshops would be updated monthly.

Mikesic stated that the budget report utilized during the budgeting process will be updated based on September numbers to reflect year-to-date projections. He mentioned that he would present this report again two meetings from now on Nov. 18, 2024. Ernst expressed that having this tool is beneficial for understanding what they will start the new year with and how it can be applied to unbudgeted items in 2025. Mikesic added that the projections have not changed significantly and appear to be on target. Cook asked about the composition of cash and whether last quarter's totals were up or down. Mikesic responded that the totals are down, although he did not have the exact amount at that moment. He explained that this is typical, as a significant portion of the revenue comes from property taxes, which are collected by the county and distributed to the city by June 30. Consequently, expenditures do not necessarily align with the timing of revenue collection.

Public Works –

Amity Sidewalk Bid

Yazbec requested the council's approval to issue a bid tomorrow for the Amity Sidewalk project. He stated that the trail layout remains unchanged, with the primary portion of the project involving a sidewalk crossing at Rogers Road and Amity and incorporating a flashing beacon. A budget of \$300,000 has been allocated for the sidewalks and \$550,000 for a traffic signal at Amity and Sutherland. Yazbec emphasized that this is the most cost-effective route. He mentioned that three or four properties will require pedestrian easements, which will be managed in-house. The bids will be presented to the council during the meeting on Nov. 18, 2024. Ernst expressed his satisfaction about the project moving forward, noting that they have been working on it for a long time. He asked the Fire and Police Chiefs if the flashing beacons would present any issues. Yazbec assured him that he had consulted with them, and there are no concerns at this time. Cook inquired if this was part of the Amity Trail project. Law responded that this proposal replaces that project. Ellison sought clarification to ensure they were not implying an intent to spend the entire \$850,000. Yazbec confirmed that the funds had been budgeted but that they did not plan to spend that full amount as the traffic signal had been removed from this project. Ernst clarified that the sidewalks being constructed on Crestview will connect to other sidewalks, providing access to local businesses. Ellison pointed out that this proposal extends further west than previous options discussed. She noted that extending the path along the south side of Amity, between Broadway and Rogers Road, would be costly and nearly impossible. Yazbec explained that the land's slope

would significantly increase grading costs, and they would need to acquire property for extensive grading that would be required if that were the final route. He stated that this proposal offers the safest route for pedestrians. Cook asked about the Amity trail connection on South 2nd Street, to which Law responded that a component still exists to connect down South First Street. Yazbec confirmed that the trail would proceed down South First Street from Broadway, along the Farmers Market, and make the necessary connections. Stone moved, seconded by Ellison and carried 5-0, to move forward with the formal bid process with the Amity sidewalk project.

Yazbec announced that Summa has completed the Aquatic Facilities Operator (AFO) certification. He provided an overview of the various responsibilities Summa has undertaken and commended him for a job well done.

Lead and Copper –

Yazbec announced that we have successfully submitted the Lead and Copper survey to the state. This accomplishment was made possible through the efforts of city staff, including Public Works employees, who conducted potholing to gather necessary information. Yazbeck said City Administrator Law and Utility Clerk McGowin assisted Yazbec with data input. Yazbec recognized the dedication of the Public Works employees, who managed to continue potholing despite facing three water line breaks and one natural gas leak. He wanted to thank them for their hard work. Margrave also expressed gratitude to the employees for their efforts. Ernst inquired whether we are currently hiring for Public Works. Yazbec confirmed that we are, as one employee has moved to the PUA, and we will be replacing that individual.

Fire Department: Chief Rittinghouse expressed his gratitude to the membership and Chief Weber for stepping in and managing affairs while he was out of town assisting his in-laws in recovering from Hurricane Milton. He provided an update on the smoke detector program, noting that they have changed almost half of the town's smoke detector batteries. Additionally, Rittinghouse informed the council about a new truck that will need some modifications and extra lighting installed since it will serve as a command vehicle. He is requesting the council's approval to bypass the standard requirement of obtaining three bids per the current purchasing policy and would like to proceed with using Multiplicity for the upfitting and lighting.

Town moved, seconded by Ernst and carried 5-0, to award the upfitting and lights to Multiplicity.

Police Department – Chief Weber stated that he did not have any action items to report. He expressed his gratitude to the community for the successful Halloween on Broadway event. He mentioned the Kansas Supreme Court security would be visiting this week in preparation for their visit in November. He also mentioned that there might be additional election security measures in place during voting. The department is progressing with the implementation of a new phone system; however, there has been an issue with obtaining local phone numbers. The company has agreed to reimburse the city for any charges incurred while retaining local numbers. Weber will also be attending a Central Square meeting. Additionally, he noted that the officers have been actively participating in various training sessions. When Ellison inquired about the types of training, Weber listed several, including MIT training, mental health and de-escalation training, as well as leadership training, among others.

CITY ATTORNEY REPORT

Attorney Stephenson had no report.

MAYOR'S REPORT

Mayor Cook asked for an update on the Farmers Market sign. Law stated he did not have an update however with the end of the season, he did not see any issues with the current sign staying up.

Christmas Tree Donation

Carol Aust presented information regarding the replacement costs for the Christmas tree donation from the Elliott family that she acquired from the supplier. Stone asked if the family were to make a motion was there any confirmation that Sue Knop would cover the shipping costs. Ernst inquired whether the family needed to provide a written statement regarding their expectations, as he had not heard directly from them. He thanked Aust for the additional information but emphasized that logistical aspects needed to be considered. Aust then asked about the donation policy. Law and Ellison explained that the policy requires council approval, pending the replacement costs and other details. There was a discussion about when the donation was received compared to when the tree would be ordered. Ernst stated that the tree should not be purchased until the funds were available.

Margrave moved, seconded by Town, to accept the tree donation totaling \$17,976, with the Elliott family responsible for shipping, purchasing the tree topper, and completing the donation policy paperwork. Stone emphasized that the council was only asking for more information and wanted to note that all members were in favor of accepting the tree. Ellison wanted to ensure that nothing in the donation paperwork could bind future councils to any obligations with the tree. Law explained how that process would work.

Motion carried 5-0.

ADMINISTRATOR'S REPORT

IT Services -This item was previously discussed in the work study session before the council meeting. Kyle and Jason Conley from Infinity Technology Services, along with Preston Price from Connect IT, were present to answer questions. Ellison inquired whether they would be offering services that we are not currently receiving from Net Standard. Jason Conley clarified that they are not interconnected and are simply addressing the current issues; once Net Standard's contract expires, Infinity Technology Services will bid out for that business. Ernst asked about the cost presented and expressed a desire to see the overall amount required for the Police Department to transition to Infinity. Law mentioned that a significant difference would be the KCJIS compliance aspect. Ernst also wanted to know the cost of transferring the Police Department after a year. Ellison believed that each company would submit a bid for the Police Department. Jason Conley stated that the current bid aims to make City Hall compliant, after which they can bid for the police station. Ellison requested clarification on how everything would fit together. Chief Weber explained that Net Standard must transition them to multi-factor authentication and mobile device management because the email domain is part of the city's domain. As a result, the Police Department must migrate away from the city's domain. Ellison noted that Net Standard operates on an all-or-nothing basis and did not provide us with the option to continue working with Mr. Price. She expressed her support for maintaining Mr. Price's involvement. The consensus was to table the item. Law will consult with both groups to determine what we truly need and will present that information at the next meeting.

At 8:10 p.m. Stone moved, seconded by Ernst and carried 5-0, to take a five-minute recess.

Returned into regular session at 8:15 p.m.

Natural Gas Connection Fees -

Law presented a draft ordinance to raise the natural gas connection fees to \$750 for residential customers and \$2,500 for commercial customers plus tax. This will help offset the charges incurred by the installation cost from USDI.

Ernst moved, seconded by Margrave and carried 5-0, to approve an ordinance amending chapter XV, utilities, article 5. Gas service by repealing section 15-508 and replacing with a new section 15-508 of the code of the City of Louisburg, Kansas.

Ellison asked about waiving fees. Law stated that it can be on an individual consideration that goes in front of council similar to the building permit waiver. Law stated each year he proposes a waiver of fees to the council as an incentive to builders and they would still have that consideration.

Commercial sewer winter average –

Law presented a draft ordinance allowing commercial businesses with an irrigation system to use a winter average for the sewer rate instead of being billed for the water consumption used each month. Law also provided a sample form for businesses to fill out requesting the change. Ernst recommended adding a signature line of who approved or denied the form for the winter average.

Ernst moved, seconded by Ellison and carried 5-0, to approve an ordinance amending Chapter XV, Utilities, Article 3. Sewers by repealing Section 15-330 (B) and replacing with a new Section 15-330 (B) of the Code of the City of Louisburg, Kansas, and to include the amended application.

Rural Water # 4 interconnect draft agreement –

Law presented a draft agreement for Rural Water District #4 that would update the existing agreement along with equipment that would need to be repaired. Ernst would like to see this agreement incorporate the same language and terms as the agreement with Rural Water #2. There was discussion about the length of the agreement being 5 or 10 years. Consensus is to have agreement terms match with Rural Water #2. Item will be returned at next meeting with changes.

Hay and Land Lease Agreement –

Law stated one bid was received for Lewis and Young hay lease and no bids were received for the ground located at the Public Works building on S. Rogers Road. Cook asked how many acres were farmed at L/Y. Law responded around 46 acres. Cook said the bid was a very low offer and questioned if both should be put back out for bid. It was decided to stay with the local farmer.

Stone moved, seconded by Ellison and carried 5-0, to accept the bid from Ron Cutshaw for \$500 per year and to put the other out for bid again.

Code update for horses in city parks – This item was discussed at the recent Park and Tree Board. Summa has proposed stronger verbiage so it would be easier to enforce City Code. Summa received 20-30 samples from other municipalities. Law stated this would be put forth to keep the integrity of the Boy Scout trails and new biking trail at Lewis-Young Park. Discussion occurred about riding horses in other parts of town. Law will rework the ordinance language and bring back to the next meeting for consideration.

Executive Session

At 8:43 p.m. Ellison moved, seconded by Ernst and carried 5-0, the city council recess into executive session to discuss personnel matters of non-elected personnel pursuant to the non-elected personnel matter exception, K.S.A. 75-4319 (B) (1) with the City Attorney and City Administrator present. The open meeting will resume in the City Council chamber at 9 p.m.

At 9 p.m. Council returned into regular session.

Law made a recommendation for Council to approve moving forward with negotiations for the Planning and Development Director position.

Ellison moved, seconded by Ernst and carried 5-0, to allow Law to move forward with negotiations for the Planning and Development Director position.

ADJOURNMENT

At 9: 01 p.m., Stone moved, seconded by Ernst and carried 5-0, to adjourn the meeting.

Approved:

Donna Cook, Mayor

Attest:

Jessica McGowin, City Clerk

BILLS LIST 11-4-24

AFLAC INS	698.02	INSURANCE
ADP, INC	223.99	PAYROLL SERVICES - 10/16/24
ANCHOR FENCE CORP	947.95	AUTOMATIC GATE REPAIR - PWD
BLUE CROSS/BLUE SHIELD	36,435.51	HEALTH INSURANCE
BOY SCOUT TROOP 101	150.00	DONATION/HELP W/ FREEDOM FEST
BROWN, ANNA	100.00	DEPOSIT REFUND - FOX HALL
C&C GROUP	324.00	SECURITY SYSTEM REPAIR
CHERRYROAD MEDIA	60.24	SUBSCRIPTION-MIAMI CO REPUBLIC
CORE & MAIN	533.85	METER PITS AND RISERS
DREXEL TECHNOLOGIES	171.00	PUBLISHING BIDS - STORMWATER
EQUIPMENTSHARE.COM, INC	848.87	HYDRAULIC HOSES FOR BACKHOE
ERNST, CLINT	100.00	DEPOSIT REFUND - FOX HALL
EVERGY	13,211.20	ELECTRICITY - ALL
GERKEN RENT-ALL, INC.	385.80	FREEDOM FEST PORTABLE TOILETS
	150.00	PORTABLE TOILETS - PARKS
GROUNDSKEEPERS LLC	1,600.00	CEMETERY MOWING - SEPTEMBER
GT DISTRIBUTORS	15.00	SGT UNIFORM ALTERATION
HEARTLAND PRINT & DESIGN	18.45	SHIPPING BAC-T WATER SAMPLES
KANSAS STATE TREASURER	800.82	UNCLAIMED PROPERTY
KDH&E	730.00	TESTING - WATER
LEAGUE KANSAS MUNICIPALITIES	200.00	WEBSITE VERSIONS/STO & UPOC
LINDE GAS & EQUIPMENT	66.54	ACETYLENE FOR SHOP
LOUISBURG FORD	48,395.00	2024 FORD F-150 CREW CAB 4WD
MCKELVEY'S TRUE VALUE	214.08	NUTS & BOLTS/WEEDEATER HEAD/MSC
MHS JANITORIAL CLEANING	1,150.00	MONTHLY CLEANING SERVICE
MIAMI LUMBER INC	125.99	STRING LIGHTS/FREEDOM FEST
MID AMERICAN FUNDRAISING	125.00	INFLATABLES FOR FREEDOM FEST
NAPA AUTO PARTS	195.68	BATTERY
PRINCIPAL LIFE INSURANCE CO	684.51	VISION INSURANCE
	271.36	LIFE INSURANCE
SAMS CLUB MC/SYNCB	1,443.55	BOXCAST/POSTAGE/MIS SUPPLIES
ULINE	224.72	PAPER TOWELS/HAND SOAP - LYP
VISA	3,709.20	GOTOCOMM/CONF EXP/BATTERY/MISC
WAGeworks	16.25	FSA SERVICE - PAYROLL
WAYNE'S PLUMBING	1,000.00	WATERLINE REPAIR/708 S 2ND ST
WESTPORT POOLS	800.55	GAUGE FOR POOL FILTER
CLAIMS TOTAL	116,127.13	

Memo

To: Louisburg Governing Body

From: Peter Yazbec

Date: November 4, 2024

Re: Sewer Manhole Rehabilitation

Background:

The City of Louisburg has identified ten (10) sewer manholes for the 2024 sewer manhole rehabilitation program. The majority of the manholes throughout the city are brick lined manholes. As the brick manholes age, they begin to develop a variety of deficiency such as mortar failing, bricks collapsing or degrading, and water intrusion. The process to repair these manholes is to use a cured in place manhole lining (CIPMHL), which is a spray in lining, approximately 1" thick, that adds rigidity and seals the existing brick.

Financial:

The sewer manhole rehabilitation is a 2024 budgeted item through the wastewater fund.

Legal:

No legal consideration at this time.

Recommendation:

Staff recommends putting out the RFP for the manhole rehabilitation.

CITY OF LOUISBURG, KANSAS

Manhole Rehabilitation - 2024

Invitation for Bids

The City of Louisburg, Kansas, will accept sealed bids for **Manhole Rehabilitation** through **10 a.m.** (Central Time), **Tuesday, November, 26, 2024**, at the City of Louisburg, Kansas, 215 S. Broadway Street, Louisburg, Kansas 66053, 913-837-5371.

The proposed work provides for **Manhole Rehabilitation** per Bid Specifications available at Louisburg City Hall during normal business hours. Electronic copies can be obtained by going to www.louisburgkansas.gov or at Drexel Technologies plan room.

A BID, PERFORMANCE, AND PAYMENT BOND IS REQUIRED.

The City of Louisburg, Kansas, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive technicalities.

Bids may be held by the City of Louisburg, Kansas, for a period not to exceed forty-five (45) days from the date of the opening of the bids for the purposes of reviewing and investigating the bidders' qualifications, prior to awarding the contract. No bidder may withdraw his bid during this period.

CITY OF LOUISBURG, KANSAS

Manhole Rehabilitation - 2024

BID SPECIFICATIONS

SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, equipment and miscellaneous materials; and performing all work necessary to complete the manhole rehabilitation to the City’s satisfaction; together with other incidental and related work as set forth in these specifications, or as directed by the Public Works Director, or his designated agent, hereafter referred to as the “City”. Services shall be performed in accordance with the specifications provided herein. The bid shall be a unit based amount and shall reflect and include all cost necessary to comply with such provisions.

LOCATION

All work is located in the City of Louisburg, Kansas

SPECIFICATIONS

The scope of services will include the rehabilitation of up to ten (10) sewer manholes using CIPMHL methods that are ASTM approved spray-lining applications, at a minimum of >8,000 PSI and 1" thickness.

EQUIPMENT

The Contractor is responsible for supplying all equipment necessary to perform the work outlined in this bid.

TRAFFIC CONTROL

The Contractor shall be required to maintain general two-way traffic on all streets during construction. Contractor shall maintain traffic control devices in accordance with the Manual on Uniformed Traffic Control Devices, latest addition.

LICENSING

The Contractor is responsible for any other licenses that may be required to perform such work in the State of Kansas.

INSURANCE

The Contractor shall secure and maintain, throughout the duration of the Contract with the City, insurance protecting the Contractor against the hazards and risks of loss in such types and amounts as hereinafter set forth. The companies issuing such policies and the form thereof shall be acceptable to the City, and the City shall be named as an insured or additional insured on each such policy. Copies of such insurance policies or certificates evidencing the required insurance coverage shall be filed with the City and shall state that 20 days' written notice will be given to the City before any such policy is changed or canceled. The City will require the Contractor to take such steps as are necessary to remove the threat of cancellation or to procure new policies meeting the requirements set forth herein. No work shall be performed in the City except when policies providing the required insurance coverage are in full effect. The coverages required of the Contractor are as follows:

1. Worker's Compensation Insurance complying with the statutory requirements of the State of Kansas and the Liability Insurance having liability limits of not less than \$250,000 for each person.
2. Comprehensive Automobile Liability Insurance and Comprehensive General Liability Insurance having liability limits not less than the following: Bodily Injury - \$500,000 each person; \$1,000,000 each occurrence; Property Damage - \$500,000 each occurrence; \$500,000 aggregate. The policy providing Comprehensive General Liability Insurance shall contain contractual liability coverage insuring any liability assumed by the Contractor.
3. Umbrella Liability Insurance coverage for not less than \$1,000,000 protecting the Contractor against all claims in excess of the limits under Employer's Liability, Comprehensive Automobile Liability and Comprehensive General Liability policies to the extent that such policies have liability limits of less than \$1,000,000.

PAYMENTS

The Contractor shall submit an invoice to the City upon completion of project. Payment shall be net 30 days. Invoices shall be sent to:

City of Louisburg, KS
Attn: Finance Department
215 S. Broadway
Louisburg, KS 66053

SUB-CONTRACTORS

The Contractor may not sub-contract any work required by this bid without the expressed written permission of the City.

BONDS

Payment, and Performance bonds are required per “Instruction to Bidders”.

SAFETY

The Contractor shall be responsible for all necessary safety training in compliance with local, state and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations.

BID

The undersigned Bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, facilities and to perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with all documents referred to herein and any and all addenda thereto, for and in consideration of unit prices as follows (Estimated Quantities and Total are for Bid Comparison Only). All prices shall be firm for 180 days from date of award.

Item Description	Unit	Approximate Quantity	Unit price	Total
S. 16 th Street (MH #SP3.8)	1	6.5' deep		
S. 4 th and Rogers RD (MH #S4.3D)	1	3' deep		
S. 8 th and Vine (MH #S.18)	1	9.5' deep		
S. 2 nd and Vine (MH #N3.2)	1	5.5' deep		
S 1 st and Elm (MH #N3.1)	1	6.5' deep		
S 1 st and Olive (MH #N2.1)	1	6' deep		
S. 5 th and Mulberry (MH #S6.2)	1	5.5' deep		
S. Doyle (MH #S4.9)	1	4' deep		
S. Doyle (MH #S.10)	1	9' deep		
S. 11 th Ter (MH #S4.8)	1	6.5' deep		

TOTAL BID \$ _____

Actual work and quantities are to be determined in the field by the City during construction. Unit prices submitted in bid shall be used for payment regardless of whether final pay quantities are substantially more or less than the estimated amount listed on the bid form.

The undersigned hereby agrees to complete all work covered by this proposal as specified in the Contract Documents.

Signature **Date**

Title

Address

Telephone Nos. (Office and Cell)

E-Mail

CITY OF LOUISBURG, KANSAS

Manhole Rehabilitation - 2024

Instruction to Bidders

Each proposal shall be legibly written or printed in ink. No alteration in Proposals by erasures, interpolations, or otherwise will be accepted unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal shall be made by the person after the Proposal has been submitted by the bidder unless agreed to by the City. Any and all addenda to the Contract Documents on which a Proposal is based, properly signed by the bidder, shall accompany the Proposal when submitted.

1. Each Proposal submitted shall be enclosed in a sealed envelope, addressed to the Public Works Director, City Hall, 215 S. Broadway, Louisburg, Kansas 66053, identified on the outside with the words **“Manhole Rehabilitation”** and identifying the bidder. Proposals shall be delivered to the City on or before the time and date specified in the Invitation for Bids.
2. Each bidder shall carefully examine the Contract Documents, shall visit the site(s) and fully inform itself of all conditions affecting the Work or the cost thereof, and shall be presumed to have done so and their bid shall be based upon their own conclusions from such examination.
3. No bidder may submit more than one Proposal. Two proposals under different names will not be received from one firm or association.
4. No bidder may withdraw its Proposal for a period of forty-five (45) days after the date and hour set for the opening of bids. A bidder may withdraw its Proposal at any time prior to such date and hour, by written request of the same person or persons who signed the Proposal.
5. The City reserves the right to accept the bid which, in its judgment is the lowest and best bid, to reject any or all bids, to award the Contract for the proposed Work and to waive irregularities or informalities in any bid submitted. All bidders agree that such rejection shall be without liability on the part of the City. Bidders shall not seek recourse of any kind against the City because of such rejection. The filing of any bid shall constitute an agreement of the bidder to the terms and conditions of these Instructions to Bidders. Bids

received after the specified time of closing will be returned unopened. No bid shall be based upon Subcontractors performing work without the prior written consent of the City.

6. Each bidder shall sign his proposal using his usual signature and giving his full business address. Additionally, bidder shall initial each and every page of the bid including the Instruction to Bidders and Bid Specifications demonstrating his knowledge and acceptance of all bid terms and specifications.

7. Bidders must be able to fulfill all bonding and insurance requirements as specified in these Instructions to Bidders unless modified by the **“Bid Specifications”**.

8. The contractor will be required to inform itself concerning, and comply with, all applicable laws of each and every jurisdiction having authority over any aspect of the proposed Work, including but not limited to, required State labor regulations regarding Equal Employment Opportunity, Non-segregated Facilities, Minimum Wage Rates, and Affirmative Action requirements and the provisions of K.S.A. 44-1030.

9. If the successful bidder is a corporation or a limited liability company organized outside of the State of Kansas, it will be necessary to qualify with the Secretary of the State of Kansas to do business within the state (K.S.A. 17-301 to 17-7308 as to corporations, and K.S.A. 17-76, 121-17-76, 127 as to limited liability companies). Nonresident individuals, partnerships, corporations, and limited liability companies not already registered with the Secretary of State are required to register with the Director of Revenue, to file a bond to assure payment of taxes, and to pay a required fee for each contract or subcontract which exceeds \$10,000 (K.S.A. 79-1008 to 79-1014).

Contractors who are not residents of the State of Kansas are required to appoint an agent for service for process who is a resident of the county in which the Work is to be performed. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the clerk of the district court (K.S.A. 16-113).

Pursuant to K.S.A. 75-3740a, the State of Kansas has established a reciprocal bidding preference law. To be considered the successful low bidder over a resident Kansas bidder, a nonresident bidder must submit a bid at least as low, on a percentage basis, as would be required of a resident Kansas bidder to succeed over the nonresident bidder in the nonresident bidder’s home state.

10. The Public Works Director is the duly appointed representative of the City of Louisburg Kansas, 215 S. Broadway, Louisburg, Kansas 66053; Telephone (913) 837-5371.

11. The Notice to Proceed shall be issued to the successful bidder within ten (10) days after all the following has occurred: the Agreement has been executed, the required work

schedule has been approved by the City, and the required bonds and evidence of the required insurance coverage have been furnished to the City. Should there be any reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the successful bidder.

12. Each bidder shall submit work bids which shall include all costs associated with the proposed Work, including but not limited to, all taxes and permit fees which the bidder will be required to pay.

13. The bidder to whom a contract is awarded will be required to furnish bonds as follows:

A. A Performance Bond to the City, in an amount equal to one hundred (100) percent of the Contract Price.

B. A Payment Bond to the City in an amount equal to one hundred (100) percent of the Contract Price, which shall be construed as a statutory bond pursuant to K.S.A. 60-1111.

The bonds shall be executed on the forms included in the Contract Documents by a surety company authorized to do business in the State of Kansas and acceptable as Surety to the City. For purposes of obtaining the required bonds, the "Contract Price" shall mean the total contract price proposed by the successful bidder.

The Payment Bond shall be subject to the approval of the clerk of the district court of the county in which the public improvements are to be made and shall be filed in the office of said clerk.

Accompanying each of the bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the dates of the bonds.

14. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as more particularly set forth in the Contract Documents.

15. The City will apply for sales and use tax exemption if necessary for the project. If any bidder includes sales and use tax in its bid, that shall be a separate line item, and subject to deduction from the Contract Price if and to the extent such exemption is obtained.

Memo

To: Louisburg Governing Body
From: Peter Yazbec
Date: November 4, 2024
Re: Award of Bid for the LAC Pool Renovation

Background:

On 10/29/2024 the City of Louisburg and Lamp Rynearson held a bid opening for the Louisburg Aquatic Center (LAC) renovations. Two companies provided a sealed bid, and the following are the results:

- Carrothers Construction- \$1,137,000.00
- Royal Construction- \$1,293,000.00
- Engineer's estimate -\$1,450,000.00

Lamp Rynearson is confident with Carrothers Constructions' work product and their ability to complete the work prior to the 2025 pool season.

Financial:

The city allocated \$1,590,000.00 in total renovations from the Aquatic and Recreation fund in the 2024 budget.

Legal:

No legal consideration at this time.

Recommendation:

City staff recommends awarding the lowest and responsible bid to Carrothers Construction.

October 30, 2024

Mr. Peter Yazbec
Public Works Director
City of Louisburg, Kansas
215 Broadway Street
Louisburg, KS 66503

Re: Louisburg Aquatic Center Renovation

Dear Mr. Yazbec:

Bids were received for the above-referenced project on Tuesday, October 29, 2024.

One bid was received by Carrothers Construction Co. LLC. in the amount of \$1,137,000.00. The engineer's estimate for the project was \$1,450,000.00. Attached is a completed bid tabulation.

We have previously worked with Carrothers Construction Co. on several pool projects including Waverly Nebraska pool a few years ago and have found them to be a qualified contractor. After speaking with several references and receiving positive comments about the work done by Carrothers Construction Co., we recommend that Carrothers Construction Co. be awarded the contract.

If you have any questions or need additional information, please contact me at (913) 645-1623.

Sincerely,

LAMP RYNEARSON



Kent Rettig,
Project Manager

CC: Project File
Email C: Andy Smith, Aquatic Group Leader

City of Louisburg, KS

Bid Tabulation

Aquatic Center Renovation
 0324090.01

Bid Date: 10/26/2024

Bid Time: 2:00 PM

Engineer's Estimate: 4,450,000

BIDDER	BID BOND	ADDENDA ACKNOWLEDGED		TOTAL BID	ALT BID No. 1
		1	2		
Royal	✓	✓		1,293,000	
Carrothers	✓	✓		1,137,000	
 					

Memo

To: Louisburg Governing Body

From: Peter Yazbec

Date: November 4, 2024

Re: Construction Inspection for Louisburg Aquatic Center Renovation

Background:

The city has been working with Lamp Rynearson on the renovation design and engineering for the Louisburg Aquatic Center (LAC). Lamp Rynearson completed the construction documents, the construction plans and put the project out for bid. They were easy to work with, responsive and timely throughout the process. After receiving the favorable bids for the LAC renovations staff would like to contract with Lamp Rynearson for construction inspection on the project. Construction inspection provides onsite supervision throughout the project. The inspector will manage the day-to-day project, ensuring plans are followed, proper materials are used, and the project stays on schedule.

Financial:

The city allocated \$1,590,000.00 in total renovations from the Aquatic and Recreation fund in the 2024 budget. Lamp Rynearson estimated it would be approximately sixty (60) hours of inspection, at \$122 an hour, for a total of \$7,320.

Legal:

No legal consideration at this time.

Recommendation:

Staff recommends entering into a contract for construction inspection with Lamp Rynearson.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: October 31, 2024

Re: RWD#4 Draft Interconnect Agreement – Continued

Background: Staff was directed to update terms in the draft agreement and return to this meeting. Attached with this memo is an updated draft agreement with the requested five-year initial term and ability to extend by a term of five years.

Financial: Nothing at this time.

Legal: Nothing at this time.

Recommendation: Consider for approval the interconnect agreement with Rural Water District #4, direct staff to work the Rural Water District #4 Board of Directors as needed to finalize the agreement, and direct the mayor to sign the same.

SURPLUS-EMERGENCY WATER PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement"), executed and entered into this ____ day of _____, 2024, by and between City of Louisburg, Kansas, a Kansas Municipal Organization (hereinafter referred to as the "City") and Rural Water District No. 4, Miami County, Kansas (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, K.S.A. § 12-101 allows municipalities to enter into agreements related to the purchase and sale of water; and

WHEREAS, the provisions of K.S.A. § 82a-616 and K.S.A. § 82a-619 allow rural water districts to enter into agreements related to the purchase and sale of water; and

WHEREAS, the City is the owner and operator of a waterworks system supplying patrons within its boundaries, and has the capacity to provide potable water to other municipalities; and

WHEREAS, the District desires to maintain an emergency water supply interconnect with the City to allow periodic purchase of water, necessitated by emergency conditions, and

WHEREAS, the City agrees to provide excess water to the District during emergency periods; and

WHEREAS, by motion of the governing body of the City, approved on the _____ day of _____, 2024, the sale of water in accordance with the terms set forth in this Agreement was approved, and the execution of this Agreement by the Mayor, and as attested by the City Clerk, was duly authorized; and

WHEREAS, by motion of the Board of Directors of the District, approved on the ____ day of _____, 2024, the purchase of water in accordance with the provisions of this Agreement, and the execution of this Agreement by the Chairman and the Secretary was duly authorized.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. WATER SUPPLY FOR LIMITED PURPOSE. As the District may require to serve its territory, or in the event of an emergency, scheduled shutdown or other circumstance where the District has a reasonable need of a water supply in addition to the water supplies it has available, the District may obtain such additional water from the City if available and upon the terms and conditions set forth herein. No formal request is required as long as the District does not exceed the maximum flow rate as provided in this Agreement, and the parties have made this agreement based upon the fact that the District may draw water as it requires and in its discretion. The City's obligation to supply water is limited to surplus water above and beyond

that required to service the needs of the City's regular customers, as determined in the sole discretion of the City and only in a reasonable amount. The City shall make such water supplies available to the District, but only to the extent that the City has water to supply to the District available at the flow rate established in this Agreement. The City makes no promise, representation, covenant, or guarantee as to the amount of water that the City will supply the District, and the City shall not be liable if the City is unable to supply a sufficient amount of water to meet the needs of the District.

2. CONSIDERATION. The City agrees to supply excess water to the District. However, the City reserves the right to limit and ration water as needed during conservation periods. The City may also restrict water based on temporary production or transportation limitations. Restrictions may be imposed without prior notification to the District, however reasonable effort will be made to communicate with the District, provided the City is aware that the interconnect supply has been activated by the District. The District shall pay applicable rates as provided in the Code of the City of Louisburg, with the initial rates as follows:

Base Charge - \$27.56

For the first 1,000 gallons per month - \$8.84

1,001 gallons and over per month (per 1,000 gallons) - \$8.84

For sharing, reselling, or sub metering water - \$1.00 per each 100 gallons

Water protection fee - \$0.032 per 1,000 gallons

The rates are expected to change periodically and will be updated for the purpose of billing to the most recent rates included within the Code of the City of Louisburg.

3. POINTS OF DELIVERY. A connection between the parties' respective water supply systems is a vault interconnect located approximately 1,300 linear feet east of the intersection of W. 287th Street and S. Metcalf Road (the "Existing Point of Delivery"). Such interconnection is metered through a City master meter, maintained at the sole expense of the District. If the meter fails to register for any period, the amount of water furnished during such period shall be determined by the City after consultation with the District. The District shall read the meter readings to the City within five (5) days after it has been taken. If the accuracy of the meter is questioned, the meter may be tested not more than once per year. A meter registering within 2% above or below the test result shall be deemed accurate. Any cost associated with testing the accuracy of the meter will be paid by the District. Water supplied by the City to the District shall only be accessed through the Existing Point of Delivery.

4. MAINTENANCE OF THE CONNECTION. District, at its sole cost and expense, shall be responsible for maintaining and repairing all pipelines, valves, and related water system appurtenances up to the District's side of the meter and the meter itself. City, at its

sole cost and expense, shall be responsible for maintaining and repairing all pipelines, valves, and related water system appurtenances only up to the City's side of the meter.

5. **WATER QUALITY.** Neither party makes any representation or warranty of any kind regarding the quantity, quality, or pressure of water available at any time through the connection, except that the water provided by the City to the District during the term of this Agreement or any renewal or extension thereof, shall be potable treated water meeting applicable standards of the Kansas Department of Health and Environment. Each party hereto shall immediately notify the other of any emergency or condition that may affect the quality of water in either party's system. Providing that the requirements of this paragraph have been met, the City supplying such water shall have no responsibility for the quality of water beyond the metering point. Further, the District shall indemnify and hold harmless the City, its Council, commissions, officers, employees, volunteers, and agents from and against any claim, injury, liability, loss, cost, or expense or damage, including but not limited to reasonable attorney's fees, relating to water that meets the requirements of this paragraph. When requested by the District, the City will make available to the District at the Existing Point of Delivery, or other point reasonably close thereto, water sufficient for testing by the District.

6. **RATE OF FLOW.** The maximum flow rate at which the City provides water to the District is estimated to be 1,500 gallons per minute based on existing interconnect. This flow rate may be adjusted from time to time by the mutual written agreement of the parties, pending any needed improvements to the respective water systems of the parties. Emergency failure of pressure or supplies due to main supply line breaks, power failures, flood, fire and the use of water to fight fire, earthquake, or other catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

7. **RECORDS.** District shall maintain accurate and complete records of the maintenance and use of the connection and shall make those records available to the City upon request. District shall maintain those records for three (3) years after termination of this Agreement.

8. **WATER RIGHTS.** Nothing herein shall be deemed to constitute a dedication of the City's water supply. The parties agree that District shall not obtain any right or interest in any of City's or wholesale supplier's water rights as a result thereof, and District agrees to execute and deliver any documents City may require in order to disclaim any such claim or interest at any time during the term of this Agreement or after termination of this Agreement.

9. **TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years, beginning on the date first above written. The City shall have the right to extend the term of the agreement for an additional term of five (5) years at any time prior to the expiration of the initial term or any extension thereof by providing written notice to the District. Notwithstanding any notice provided by the City exercising its right to extend the term of this

Agreement, either party may terminate this Agreement by giving ninety (90) days' written notice to the other party.

10. **ASSIGNMENT**. Except as provided in this Section, this Agreement shall not be assigned or transferred by either party without the written consent of the other.

11. **SUCCESSORS TO THE CITY AND DISTRICT**. In the event of any occurrence rendering the City or District incapable of performing under this Agreement, any successor of the City or District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the City and District hereunder.

12. **SEVERABILITY**. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

13. **MODIFICATIONS**. No provision of this Agreement may be modified, altered or amended by the individual action of either party to this Agreement. Any modification, alteration or amendment to this Agreement must be agreed to in writing by both parties. No covenant, term or condition of this Agreement shall be deemed to have been waived by a party unless such waiver shall be in writing. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

14. **GOVERNING LAW AND REGULATIONS**. This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Kansas.

15. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

16. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties and its terms and conditions with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the parties relating to the subject matter of this Agreement other than those set forth or referred to herein. Any prior understanding or representation of any kind, whether oral or written, preceding the date of this agreement shall not be binding on either party except to the extent expressly stated herein. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of City or District prior to execution of this Agreement shall affect or modify any of the terms or obligations herein.

17. **NOTICES.** All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, telecopy, fax or other electronic transmission service to the appropriate address or number as set forth below. Notices to City shall be addressed to:

City of Louisburg
215 S Broadway
Louisburg, KS 66053

or at such other address and to the attention of such person as City may designate by written notice to District. Notices to District shall be addressed to:

Rural Water District No. 4
RWD4@gobrolly.net

or at such other address and to the attention of such other person as District may designate by written notice to City.

19. **FURTHER ASSURANCES.** City and District agree that, from time to time, whether before, at or after the date of closing, each of them will execute and deliver such further instruments and take such other action as may be necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2024, in Miami County, Kansas.

**WATER DISTRICT NO. 4
MIAMI COUNTY, KANSAS**

By _____
_____, **Chairman**

Attest:

_____, **Secretary**

CITY OF LOUISBURG, KANSAS

By _____

Donna Cook, Mayor

Attest:

Jessica McGowin, City Clerk

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: October 31, 2024

Re: Code Update for Horses in City Parks – Continued

Background: Staff was directed to update the draft code language to combine the existing code language on horseback riding with the recommended language on hoofed animals in city parks, and to provide a draft ordinance for Council consideration.

The attached draft ordinance includes the following recommended language to replace Section 12-116 of City Code:

12-116. Hoofed animals in city parks.

Except as provided in subsection (a) below, it shall be unlawful for the owner or keeper of any hoofed animal to permit said hoofed animal to be ridden or walked on any paved roadway, or upon or adjacent to any paved trail or any trail designated for any purpose other than specifically for horseback riding or crossing, or in any city park, at any time.

- (a) This section shall not apply to any law enforcement officer who is engaged in the discharge of official duties.
- (b) This section does not apply to persons who have received prior approval through a special event permit or from the governing body.

Financial: Cost to publish ordinance.

Legal: Nothing at this time.

Recommendation: Consider for approval the draft ordinance repealing and replacing Section 12-116 of the Louisburg City Code and direct the mayor to sign the same.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XII. PUBLIC PROPERTY, ARTICLE 1. CITY PARKS BY REPEALING SECTION 12-116 AND REPLACING WITH A NEW SECTION 12-116 OF THE CODE OF THE CITY OF LOUISBURG, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS;

SECTION 1. That Chapter XII. Public Property, Article 1. City Parks, be amended by repealing Section 12-116 and replacing with the following Section 12-116, to-wit:

12-116. Hoofed animals in city parks.

Except as provided in subsection (a) below, it shall be unlawful for the owner or keeper of any hoofed animal to permit said hoofed animal to be ridden or walked on any paved roadway, or upon or adjacent to any paved trail or any trail designated for any purpose other than specifically for horseback riding or crossing, or in any city park, at any time.

(a) This section shall not apply to any law enforcement officer who is engaged in the discharge of official duties.

(b) This section does not apply to persons who have received prior approval through a special event permit or from the governing body.

SECTION 2. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall be published one time in the official city newspaper and take effect and be in full force thereafter.

PASSED AND APPROVED this 4th day of November, 2024.

Donna Cook, Mayor

ATTEST:

Jessica McGowin, City Clerk

(SEAL)

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: October 31, 2024

Re: Park and Recreation Outdoor Facilities Donation Policy

Background: Staff offered to return this item to include a form as it would otherwise look had the donation of the tree decided at the last meeting followed this process. Attached with this memo is a copy of the current donation policy for park and recreation outdoor facilities. While a donated item, and while not to be located in a park, the nature and intent of the policy can be considered applicable for this donation.

Staff believes this donation meets the quality expectations of the “Repair” section, even if the lifespan of the item may be less than a bench or playground item. The City has not applied a charge for ongoing maintenance during the life expectancy per the “Cost” section. The application for this donation did not meet all aspects of the prescribed procedure, but staff communication did occur in part through the Building and Zoning Department. The “Park Plan” section may not be applicable as the space is not a park, as mentioned above. The “Plaques” section may not apply as the item is seasonally placed but does intend to follow the requirements for “tasteful” and “subtle”. This item is not a live tree, so the landscaping and species selection does not apply. As an “Other Donations” item, this item may be taken to City Council for review based on City discretion. “Installation” may be considered to be met in part as the manufacturer is present to ensure proper installation, but otherwise will be installed by City personnel, a deviation from that section. “Removal and Relocation” does not specifically apply to this donation, even though the item will be moved seasonally for storage. Typically, a donation will include for Park & Tree Board and City Council consideration upkeep, maintenance, and repair costs, and require the donor to provide that amount for approval. After that point, however, the policy is clear that the City will accept all costs for future maintenance and repair for the donation’s life span. The policy notes funds as part of donations are kept in the General Fund to be used for maintenance costs and repairs as appropriate.

This item cannot be obtained and installed for this current year. The funds donated for this item include cost of item, topper, and shipping, and will be submitted in full along with a completed form per the policy. The item will be ordered once funds are received and will be paid for 50% at time of order and remaining 50% at time of installation.

Financial: Nothing additional.

Legal: None at this time.

Recommendation: Review the policy as it pertains to this donation and direct staff accordingly.

Park and Recreation Outdoor Facilities Donation Policy

Purpose: The purpose of this policy is to establish guidelines, standards and procedures for the instillation and care of donated park improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, bicycle racks, picnic tables, play equipment, public art, monuments (by exception only), drinking fountains, flags, and other types of park accessories. The City desires to encourage donations while at the same time managing aesthetic impacts and mitigate on-going maintenance costs.

The development of public facilities is expected to be the result of careful planning and quality construction. In addition, public facilities are expected to be maintained to a standard acceptable to the community.

Guidelines established by this policy will apply to all donations made after the effective date of this policy. Donations made prior to the adoption of this policy shall be subject to applicable sections of this policy. This policy is also designed to provide guidelines for individuals or groups should they desire to decorate, landscape, or adorn a donation, such as a tree, bench, or picnic table on city- owned property.

Standards established by this policy will apply to purchase of maintenance, equipment, installation techniques, donation acknowledgements, decoration and long-term care of all donations made after the adoption of this policy.

GUIDELINES FOR EXISTING DONATIONS

Definition of an Existing Donation: For the purpose of this policy, existing donations are those donations installed prior to the adoption of this policy.

Appearance and Aesthetics: Decoration, ornamentation, and adornment of donated elements can interfere with routine maintenance and the appearance of the donated items, if not cared for on a regular basis and installed properly, may serve to negatively impact the appearance and aesthetics of the surround property. Nothing shall be hung or tied to trees, with the exception of the memorial tree charms. Landscaping must be approved. Decorations which may be allowed on a temporary basis for a limited time should not interfere with the use of nearby public space, nor represent a hazard to motorists, bicyclists, or pedestrians. The donor shall remove any temporary decorations within a reasonable amount of time, within 30-45 days, as they can weather and become unattractive and detract from the image of the community.

Donated park elements (i.e. benches, trees, plaques, etc.) become City property. Donations made before the adoption of this policy are to be maintained by the city during its effective life span.

STANDARDS FOR NEW DONATIONS

Definitions of New Donations: New donations are those made after the adoption of this policy.

Acquisition or Purchase. The City and the community have an interest in ensuring that park elements purchased and installed are of high quality related to style, appearance, durability, and ease of maintenance. The Donor will be responsible for the purchase and installation of all park elements following approval by Park and Tree Board and City Council.

Appearance and Aesthetics: The City and community have an interest ensuring the best appearance and aesthetic quality of their public facilities. Park elements and/or their associated donation acknowledgement should reflect the character of the park or facility. All park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

Maintenance: Donated park elements and/or their associated donation acknowledgement, become City property. Accordingly, the city has the duty to maintain the donation only for the expected life cycle of the donation. If current

information is on file, donors will be informed and given the opportunity to recondition or replace the donated item at the expiration of the original life cycle.

Repair: The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short- and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated park elements must be of high quality to ensure a long life, and be resistant to the elements, wear and tear, and acts of vandalism.

Cost: The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance during the expected life cycle of the donated park elements. A separate fee schedule is maintained in which the City will detail costs for donations, installation and maintenance. The City also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other City park facilities. Consequently, the City will assess, at the time of the purchase, a charge sufficient to cover anticipated on-going maintenance of donated park elements during their expected life expectancy.

PROCEDURE FOR MAKING A DONATION

The City's Building and Zoning Department will manage all donations located on City park property, with the assistance of appropriate City staff.

Application: The donor must contact the City Building and Zoning Department to help determine whether a donation may be accepted based upon criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available at the Building and Zoning office. Completed applications and payment will be made to the City of Louisburg for review and processing.

CRITERIA FOR ACCEPTANCE

Park Plan: To accept donations of a park element for a specific park facility, a park plan must exist showing the available locations for park elements. If no plan exists, then a donation may be made to another facility. If a plan exists, but does not identify a particular park element proposed for donation, the City may accept the donation under certain conditions. Under this circumstance the donation must 1) meet the true need of the facility, 2) not interfere with the intended current or future use of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. In the opinion of the City, a facility may be determined to be fully developed and the opportunity for donations would not be available.

Donation Acknowledgements/Memorial Plaques: Donation acknowledgements, as approved by the City, and memorial plaques are to be directly affixed to the donation and/or are to be bronze and purchased by the donor. In cases where bronze plaques are not feasible, other alternative types can be submitted and accepted upon review of the City. All donor acknowledgements and memorial plaques will be in character with the intent of this section and shall be tasteful, and subtle. To prevent obscene or potentially offensive text from being displayed on city property, the City must approve all text for donation acknowledgement/memorial plaques.

In park bench applications the donation acknowledgement will be routed into the seat back of the bench. With the exception of the small metal plaques within current standards.

In picnic table applications the donation acknowledgement will be inserted into the concrete pad installed under the picnic table or can be routed into the middle plank of the tabletop. Multiple donors (up to 6 per table) will be allowed.

In tree installation applications the donation acknowledgement can be installed in a flush mounted concrete pad, or a medallion may be erected. This is also with the exception of the memorial tree charm.

Notification: This criteria is a requirement for both existing (at the expiration of its life-cycle period) and new donations. It shall be the responsibility of the donor to provide the Building and Zoning Department with a current

address for purposes of notification regarding their donation. For the purposes of notification, the city will send a certified letter to the donor, notifying the donor of changes related the status of their donation (i.e. a need to remove, relocate, or comply with conditions set forth in this policy).

PARK BENCHES, BICYCLE RACKS, PICNIC TABLES, AND DRINKING FOUNTAINS

Park benches, bicycle racks, picnic tables, drinking fountains, and playground components may be placed in locations approved by the Park and Tree Board and City Council in accordance with an available site plan. Items donated must be of a product approved by the Park and Tree Board and City Council, and these items become City property at time of purchase.

TREES

Landscaping and plant selection for park facilities shall be limited to the size and species of tree determined by the City and Park and Tree Board.

MONUMENTS

Upright monuments or monuments resembling those typically found in cemeteries may not be installed at any City park facility. Exceptions to this policy are for monuments installed by the City commemorating the history and/or dedication of a park facility.

OTHER DONATIONS

There may be other donations possible, other than those expressly listed or contained within this policy. The City may accept those donations subject to a review by the Park and Tree Board. The City may, or its discretion, bring any donation proposal to the Park and Tree Board, Planning Commission and City Council for review and approval.

BUILDINGS, STRUCTURES, AND PUBLIC ART

Donated buildings, structures and public art are subject to full review and approval of the Park and Tree Board, Planning Commission, and City Council and are not considered as part of this policy.

CONDITIONS

Installation: Installation of donated park elements, including the donor acknowledgment/memorial plaques, will be completed by the donor upon approval by City personnel. The installation will be scheduled at a time and date as determined by Building and Zoning Department so as not to unnecessarily interfere with routine park maintenance activities.

Removal and/or Relocation: This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated park elements and their associated donation acknowledgements/memorial plaques, when they interfere with the site safety, maintenance, or construction activities. In accordance with previously stated procedure in this policy, the City will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action is taken. In the event a donation must be permanently removed, the City will seek an alternative location consistent with this policy. If no such location can be found, the information contained on the memorial may be, at the donor's request, located on a memorial plaque set aside for this purpose at a designated location. For any memorial plaque, the City will make effort to contact the original donor on file to work with the donor to see if it can be placed in a different park with Park and Tree Board and City Council approval or the return of the memorial plaque to the original donor. If no donor is on file or the City cannot contact the donor within a month, the plaque will be placed into the care of the City until the Park and Tree Board and City Council may approve for its safekeeping, relocation or destruction.



City of Louisburg
215 S. Broadway, Louisburg, KS 66053
913-837-5371 · www.louisburgkansas.gov

MAINTENANCE AND REPAIR

The long-term care and maintenance of donated park elements is important to both the donor and the City.

Life Cycle Care Cost: Prior to accepting the donation, the donor must provide the annual upkeep on the donation which would include estimate of cost of yearly maintenance and repair until the end of the donation's life span. This information will be provided to the Park and Tree Board and City Council prior to accepting the donation for approval. The Park and Tree Board and City Council have the right to refuse the donation if they so choose or make recommendations they see needed for future uses.

If the donation is accepted, the City will accept all costs for future maintenance and repair for the duration of the donation's life span.

While the donation is being constructed by the donor, the City will not manage the funds associated with the donation. If the donor chooses to provide the City with the remainder of the funds they did not utilize, it will be placed in a general fund for the Park and Tree Board budget to use for all City parks and donations for maintenance costs and repairs as they deem appropriate.



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 215 S. Broadway, Louisburg, KS 66053
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Parks and Recreational Outdoor Facilities Memorial and Donation Application		
Name of Donor		
Address of Donor		
Phone Number: Work:	Home:	Fax:
Email:		
Description of Donation:		
Location of Donation:		
Wording on Memorial Acknowledgement:		

Donation Cost Calculations		
Element Type		
Cost of element *		\$
Life Cycle Term	Years	
Annual Life Cycle Cost	\$ (=)	
Life Cycle Cost		\$
Total cost of Donated Element		\$ **

*Includes purchase, tax, shipping, and installation.

** A 50% deposit of the total cost must be paid at the time of application, with the remainder due prior to installation

I have read the Memorial and Donations Policy

Requested by: _____

Date: _____

Reviewed by: _____

Date: _____

Park and Tree Board Approval:

By: _____

Date: _____