CITY COMMISSION
WEDNESDAY, SEPTEMBER 18, 2024 AT 1:30 PM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT
Vice-Mayor Susan Brinkman
Commissioner Tyler Curtis
Commissioner Becky Smith
Commissioner Jamie Sauder

PROCLAMATIONS

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) **Appoint Member to the MUPP Board.**
Presented by: Commissioner Susan Brinkman & Commissioner Tyler Curtis
Recommended Action: Approve the appointment of Ryan Conley to the MUPP Board.

2) **Charter Ordinance No. 45 Exempting the City from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767 Relating to Public Building Commissions.**
Presented by: Christina Montgomery, City Attorney
Recommended Action: Approve Charter Ordinance No. 45 Exempting the City from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767 Relating to Public Building Commissions

3) **White Park License Agreement.**
Presented by: Tayler Wash, Assistant City Manager
Recommended Action: Authorize the Mayor to sign the White Park Lease Agreement.

4) **Water Treatment Plant Evaluation and Master Plan.**
Presented by: Dean Grant, Public Works Director
Recommended Action: Authorize the City Manager to sign the Water Treatment Plant Evaluation and Master Plan task order with Burns & McDonnell for $346,000.00.

5) **Airport Apron Expansion Design Agreement.**
Presented by: Dean Grant, Public Works Director
Recommended Action: Approve the Apron Expansion design agreement with HW Lochner in the amount of $120,000.00.

6) **City of Wichita Resolution No.-24-297 Regarding Intent to Issue Health Care Facilities Revenue Bonds.**

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Approve City of Wichita, Kansas Resolution No. 24-297 declaring intent to issue health care facilities revenue bonds.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

1) Financials & Permits
2) August Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Minutes for September 4, 2024.
2) Ordinance No. 24-28 Authorizing Beer Garden for Radius Oktoberfest Event on October 5, 2024.
3) Request from ESB Financial to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter
Vice-Mayor Susan Brinkman
Commissioner Tyler Curtis
Commissioner Becky Smith
Commissioner Jamie Sauder

EXECUTIVE SESSION

1) Recess into executive session for 30 minutes inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:_____ a.m./p.m.

RECESS

Recess to Conference Room 1AB for Study Session

NO STUDY SESSION

ADJOURNMENT

Commission Action Report
Appoint Member to the MUPP Board

Title:	Appoint Member to the MUPP Board
Agenda Date:	September 18, 2024
Presented By:	Susan Brinkman and Tyler Curtis, Commissioners

Background:
The MUPP Board requests that the City Commission fill board openings with qualified candidates.

Discussion:
Applications were received, and interviews were conducted by Commissioners Susan Brinkman and Tyler Curtis.

Interviewing Commissioners recommend the appointment of Ryan Conley to finish the remaining term of the previous member and a full initial 3-year term which would expire 12/31/29.

Financial considerations:
N/A

Recommended action:
Approve the appointment of Ryan Conley to the MUPP Board.

Attachments:
Applications for MUPP Board.

Board Application Form

Select the Board, Commission, or Committee applying for	Multi-Use-Path Planning Board
Personal Information	
First Name	Ryan
Last Name	Conley
Address1	[redacted]
Address2	*Field not completed.*
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	[redacted]
Business Address	[redacted]
Business Phone Number	[redacted]
Occupation	Battalion Chief - Emporia Fire Department
Email Address	[redacted]
Residency Information	
Length of Residency in Emporia	24
Are you a registered voter	Yes
Education and Hobbies	
High School	Olathe North High School
College	Emporia State University

Trade or Business School	Flint Hills Tech
Hobbies	Biking, hiking, camping, spending time outside with family.
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Various work committees including; New facility committee, EMS committee
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	In addition to the above; Phi Delta Theta Alumni Association
Please, list organization memberships and positions held.	Phi Delta Theta Alumni Association - Vice president, special events, Alumni Relations
Please, list areas of special interest.	NICA - youth mountain biking, safe routes to schools, dedicated and protected bike routes, multi-use paths in parks, mountain bike skills trails in parks.
Please, enter basic resume information below.	EDUCATION - May 2005 | Bachelor of Integrated Studies Emporia State University Emporia Kansas - May 2012 | Associate of Applied Science Paramedic Flint Hills Technical College Emporia Kansas EMPLOYMENT HISTORY Paramedic Firefighter Battalion Chief | Emporia Fire Department 8/21/2006 — Present Emporia, KS - Safe operation of fire equipment - Supervision of station personnel as assigned - Provides mentorship to new employees

	- Pre-hospital ALS patient care - Proper maintenance of response vehicles and equipment - Ability to follow chain of command - Assumes command, controls and directs emergency scenes - Cooperation with co-workers to accomplish assigned task - Obtained EMT-B and EMT-I certifications prior to paramedic - Obtained Fire Service Instructor I | August 2009 - Obtained Fire Officer I | December 2009 - Obtained Fire Officer II | September 2014 - Completed Fire Officer Academy | Spring 2015 - Obtained Hazardous Materials Technician | September 2016
Please, enter why you would like to be a member of this board or commission.	The Muti-Use-Path Planning Board serves a pivotal role in building healthy, integrated, and inclusive communities. I feel that healthy communities begin with families and that designating safe routes to schools, parks, downtown, and work serve as a key factor in building that community. I have served the City of Emporia and its citizens for over 15 years as a paramedic firefighter and I want to expand that service beyond medical response and fire protection. My position as Battalion Chief has given me a unique experience of working with many different groups and organizations and I feel like I can use those experiences to help grow a path and trail system in Emporia. Over the last year, I have also had the privilege of helping coach Emporia's youth mountain bike team. It has been inspiring to watch how cycling and spending time outdoors is fostering inclusivity and empowering our youth to build a healthy community. I truly believe in the importance of getting more families on bikes, getting more families outdoor, and getting more families into our community green spaces.

Board Application Form

Select the Board, Commission, or Committee applying for	Multi-Use-Path Planning Board
Personal Information	
First Name	Misty
Last Name	Williams
Address1	[redacted]
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	[redacted]
Business Address	[redacted]
Business Phone Number	[redacted]
Occupation	Director of Mobility Management
Email Address	[redacted]
Residency Information	
Length of Residency in Emporia	20 years
Are you a registered voter	Yes
Education and Hobbies	
High School	Madison High
College	Ottawa University
Trade or Business School	*Field not completed.*

Hobbies	4H, Farming, Ranching, Fishing, Hunting, Racing, Kids Activities
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	Goal is meeting individual community member needs through a wide range of transportation options.
Please, enter basic resume information below.	High school: Madison High School Butler Community College- associate's degree in accounting Ottawa University- Bachelor's in accounting and business administration Currently hold Director of Mobility Management for the East Central Kansas region Previously held an Accounting 2 position with GSA/USDA.
Please, enter why you would like to be a member of this board or commission.	To assist in providing citizens safe routes to schools, work, shopping, and recreation, while promoting physical activity and preservation of the environment.

Commission Action Report

Charter Ordinance No. 45 Exempting the City
from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767
Relating to Public Building Commissions

Title:	Charter Ordinance No. 45 Exempting the City from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767 Relating to Public Building Commissions
Agenda Date:	September 18, 2024
Presented By:	Christina Montgomery, City Attorney

Background:
The City Commission heard a joint presentation by Dominic Eck with Gilmore & Bell and Greg Vahrenberg with Raymond James about establishment Public Building Commissions and their ability to issue revenue bonds.

Discussion:
Charter Ordinance No. 45 exempts the City from statutory provisions relating to Public Building Commissions and the procedure for the issuance of PBC bonds. Once Charter Ordinance 45 becomes effective, the City may proceed with the establishment of a Public Building Commission by ordinance.

Approval of a Charter ordinance requires a 2/3 majority vote of the City Commission, publication in the official city newspaper for two consecutive weeks, and a sixty-day protest petition window following publication.

Financial considerations:
Potential issuance of bonds through a Public Building Commission for appropriate projects provides flexibility to assist the City in staying below its Statutory Debt Limit.

The city will pay the cost of publication in the official city newspaper.

Recommended action:
Approve Charter Ordinance No. 45 Exempting the City from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767 Relating to Public Building Commissions

Attachments:
Charter Ordinance No. 45 Exempting the City from the Provisions of K.S.A. 12-1758 and K.S.A. 12-1767 Relating to Public Building Commissions

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON SEPTEMBER 18, 2024**

The governing body met in regular session at the usual meeting place in the City, at 1:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

There was presented a Charter Ordinance entitled:

A CHARTER ORDINANCE OF THE CITY OF EMPORIA, KANSAS, EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 12-1758 AND K.S.A. 12-1767 RELATING TO PUBLIC BUILDING COMMISSIONS AND THE ISSUANCE OF REVENUE BONDS THEREBY, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS RELATING THERETO.

Commisoner ________________ moved that the Charter Ordinance be adopted. The motion was seconded by Commisoner ___________________. The Charter Ordinance was duly read and considered, and upon being put, the motion for the passage of the Charter Ordinance was carried by the vote of at least two-thirds (2/3rds) majority vote of the members-elect of the governing body as follows:

Yea: ____.

Nay: ____.

The Mayor declared the Charter Ordinance duly adopted and the Charter Ordinance was then duly numbered Charter Ordinance No. 45 and was signed by the Mayor and attested by the Clerk. The Clerk was further directed to cause the publication of the Charter Ordinance once a week for two consecutive weeks in the official City newspaper as required by law and provided by the Charter Ordinance.

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Emporia, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____
Clerk

(Published in ***The Emporia Gazette*** on September 21, 2024 and on September 28, 2024).

CHARTER ORDINANCE NO. 45

A CHARTER ORDINANCE OF THE CITY OF EMPORIA, KANSAS, EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 12-1758 AND K.S.A. 12-1767 RELATING TO PUBLIC BUILDING COMMISSIONS AND THE ISSUANCE OF REVENUE BONDS THEREBY, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS RELATING THERETO.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act") provides that cities may exercise certain home rule powers, including adopting charter ordinances which exempt such cities from enactments of the Kansas Legislature; and

WHEREAS, the City of Emporia, Kansas (the "City") is a city, as defined in the Act, duly created and organized under the laws of the State of Kansas (the "State"); and

WHEREAS, K.S.A. 12-1758 and K.S.A. 12-1767 are a part of an enactment of the Kansas Legislature (K.S.A. 12-1757, *et seq.*) relating to public building commissions and the issuance thereby of revenue bonds, which enactment is applicable to the City but is not uniformly applicable to all cities within the State; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-1758 and K.S.A. 12-1767, and to provide substitute and additional provisions therefor in order to provide (a) additional and alternative methods for financing certain public buildings and facilities in the City; and (b) an alternative method of authorizing the issuance of revenue bonds.

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

Section 1. Exemption-K.S.A. 12-1758. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-1758 and does hereby provide the following substitute and additional provisions in place thereof:

> (a) The City, by appropriate ordinance, may create a public building commission for any one or more of the purposes of acquiring fee simple title or a leasehold interest in one or more sites, and of constructing, reconstructing, equipping and furnishing, or purchasing or otherwise acquiring, one or more buildings or other facilities of any kind which are of a revenue producing character, including indoor and outdoor parking and recreational facilities, and including any type of equipment in relation to any of the foregoing. Any such sites, buildings, facilities or equipment shall be maintained and operated for any public purpose by any city, county or school district, by any federal governmental agency or instrumentality, by the State of Kansas or any agency or instrumentality thereof, by any other municipal or quasi-municipal corporation, political subdivision or body politic or agency or

instrumentality thereof, or by any non-profit corporation organized under the laws of the State of Kansas.

(b) A public building commission created by the City may acquire fee simple title or a leasehold interest in land, buildings and facilities adjacent to or near any educational institution under the supervision and/or control of the state board of regents or may acquire by lease land, buildings and facilities constituting a part of the campus of any such institution. Any public building commission may construct, reconstruct, equip and furnish such buildings or facilities on such land and lease such land, buildings and facilities to the official governing body of such institution. Any such lease entered into shall pledge the net revenue from such land, buildings and facilities.

Section 2. **Exemption-K.S.A. 12-1767.** The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-1767 and does hereby provide substitute and additional provisions in place thereof as follows:

(a) Any revenue bonds proposed to be issued by a public building commission created by the City shall be issued as provided in K.S.A. 10-1201 *et seq.,* and amendments thereto, except to the extent that such statutes are in conflict with K.S.A. 12-1757 *et seq*., as amended by this Charter Ordinance. Before any revenue bonds are authorized or issued under the provisions of K.S.A. 12-1757, *et seq*., as amended by this Charter Ordinance, the public building commission shall adopt a resolution specifying the amount of such bonds and the purpose of the issuance thereof.

(b) The resolution adopted by such public building commission shall be published one time in the official City newspaper and in a newspaper having general circulation in the county where the City is located if the lease is with such county or a school district located within such county. The resolution shall become effective upon such publication(s). If the public building commission intends to enter into a lease with a county or school district the resolution shall contain, and if the public building commission is entering into a lease with the City or any other authorized entity the resolution may contain, a provision that if within 30 days after the last required date of publication of the resolution, a petition in opposition to the resolution, signed by not less than 5% of the electors of the City, or 5% of the electors of the county or school district if the lease is with such entities, is filed with the Clerk of the City, the public building commission shall not have the authority to issue such bonds until such question is submitted by the election officer of the county where the City is located to the electors of the entity proposing to enter into the lease with the public building commission at an election called for that purpose or at the next general election. As an alternative to the foregoing, the resolution may require that the public building commission shall not have the authority to issue such bonds until such question is submitted by the election officer of the county where the City is located to the electors of the entity proposing to enter into the lease with the public building commission at an election called for that purpose or at the next general election. Any such election shall be conducted in the manner set forth in K.S.A. 10-120.

(c) No construction contract shall be let or approved by a public building commission until after the publication of the resolution adopted pursuant to

subsection (a) hereof, or if such resolution contains a provision requiring a provision for protest or an election, upon the expiration of the protest period or a successful election, if required, as provided under ***subsection (b)*** hereof.

Section 3. **Severability.** If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision or section of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision or section had not been contained herein.

Section 4. **Effective Date.** This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such a purpose.

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PASSED by the governing body of the City by not less than two-thirds of the members-elect of the governing body on September 18, 2024, and signed by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Charter Ordinance was passed on September 18, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in ***The Emporia Gazette*** on September 21, 2024, and September 28, 2024.

DATED: September 18, 2024.

____
Clerk

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CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

The undersigned, Clerk of the City of Emporia, Kansas (the "City"), does hereby certify that the governing body of the City duly adopted Charter Ordinance No. 45 (the "Charter Ordinance"), on September 18, 2024, that the Charter Ordinance was duly published once a week for two consecutive weeks in the official City newspaper; that more than sixty (60) days has elapsed from the date of the last publication; and that there has been no sufficient written protest filed in my office against the Charter Ordinance, as provided in Article 12, Section 5, of the Kansas Constitution.

WITNESS my hand and official seal on November 27, 2024.

(Seal)

____
Clerk

Commission Action Report
White Park License Agreement

Title: White Park License Agreement

Agenda Date: September 18, 2024

Presented By: Tayler Wash, Assistant City Manager

Background:

The City owns White Memorial Park, adjacent to the property owned by the Gazette Building Development LLC at 517 Merchant Street. The developer plans to renovate the property into a multi-use facility including residential units, office spaces, studios, event space, and a restaurant. The developer seeks a licensed use agreement to expand a small portion of the project into the park area creating a food and beverage service area, event space, and public patio.

Discussion:

The developer is responsible for all improvements and final improvement plans must be approved by the City Commission before they are implemented. The W.A. White Memorial will remain accessible to the public. The park (outside of the licensed use area) will continue to function as a public park, adhering to normal park hours and regulations.

The agreement is for an initial period of 10 years, with 5 automatic renewals for up to 50 years, unless terminated by either party.

Termination of the agreement can be initiated by either party with 90 days' notice. The developer must then either market the facility for sale or remove it, with failure to act resulting in the City's ownership of the improvements.

Financial Considerations:

The developer will pay an annual license fee of $1,200. The developer will be responsible for the costs of construction, maintenance, and any potential tax increases resulting from the project. The developer must also maintain insurance policies, including $1,000,000 liability coverage and $2,000,000 aggregate coverage, as well as property insurance to cover any damages.

Recommended Action:

Authorize the Mayor to sign the White Park Lease Agreement

Attachments:

White Park License Agreement

License Area/Park Renderings

LICENSE AGREEMENT

This License Agreement made this 18th day of September 2024 is between the City of Emporia, Kansas ("City"), a municipal corporation, and The Gazette Building Development, LLC ("Licensee").

RECITALS

WHEREAS, City is the owner of a tract of land in the City of Emporia, Lyon County, Kansas which is located at 525 Merchant Street, and more commonly known as White Memorial Park, ("Property"); and

WHEREAS, Licensee owns adjacent property at the location commonly known as 517 Merchant Street, Emporia, Kansas on which property Licensee is planning a renovation project including residential units, office, studios, event space, and a restaurant; and

WHEREAS, Licensee desires to construct and operate a multi-use facility on the City Property (the "Improvements") which will include a food and beverage service area, indoor/outdoor event space, and patio with games and seating ("Licensed Use"); and;

WHEREAS, City finds such Licensed Use will enhance the public enjoyment of City Property; and

WHEREAS, the City is willing to allow Licensed Use within White Memorial Park upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. City hereby grants to Licensee the license, right, privilege, and permission (the **"**License") to use and area in White Memorial Park as shown by the diagram attached as **Exhibit A** and incorporated by reference in this Agreement (the "Licensed Area"). The license granted to Licensee is for the sole purpose of Licensed Use of the Property by Licensee or its agents or contractors. No assignment of any type or transfer or conveyance of a real property interest is intended by this License.

2. License Fee. Licensee shall pay an annual license fee of $1,200.00 to be paid by April 1 of each calendar year. Failure to pay license fee within 30 days after the due date may be considered good cause for termination of the License Agreement.

3. Ownership of Improvements. The parties agree that the Improvements are personal property, which Improvements are not a part of the underlying real estate and will be owned by Licensee.

4. Covenants of the Licensee. The Licensee hereby covenants and warrants to the City, as follows:

    a. To design, construct, and operate the Licensed Aea at its own expense.

b. To obtain City approval of all plans prior to construction or alteration of Improvements.

c. To maintain the Licensed Area in good condition.

d. To comply with all applicable laws and ordinances of the City of Emporia and the State of Kansas.

e. To repair or replace, at Licensee's expense, any improvements or utilities disturbed during construction or maintenance of the licensed use, to City standards approved by the City Engineer.

f. To maintain the party wall between the park and Licensee's adjacent property.

g. To allow public access to the W.A. White Memorial display and keep the memorial viewing area clear of debris.

h. To refrain from use of the park outside of the Licensed Area.

i. To reimburse the City for any increase in property taxes that may result from the Licensed Use.

5. Term. This Agreement shall commence on the Effective Date and continue in effect for a period of ten (10) years. The Agreement shall automatically renew at the end of each term for additional five (5) year terms for a period of up to fifty (50) years.

6. Termination. Termination of this Agreement may be initiated by either party for any reason by providing ninety (90) days written notice ("Notice Period"). All notices shall be in writing and addressed to the parties at the addresses specified below.

Emporia City Manager	The Gazette Building Development LLC
PO Box 928	414 Graham St.
Emporia, KS 66801	Emporia, KS 66801

After notice of intent to terminate is given by either party, the following termination procedure shall commence:

a. On or before the last day of the Notice Period, Licensee shall market the Improvements for sale for a period of up to two (2) years.

b. Licensee shall not finalize sale of the Improvements without City's written consent to transfer or assign this License Agreement to new purchaser and the City shall not unreasonably withhold consent.

c. If Licensee does not desire to sell the Improvements, or does not find a suitable buyer, Licensee may transfer ownership of Improvements to City with the City's written consent; or Licensee shall remove the Improvements from the Property within 90 days after removal from the market for sale and restore the property to its original condition at Licensee's expense.

d. The parties agree the License shall be deemed abandoned in the event Licensee fails to market Improvements for sale or remove Improvements from the Property within ninety (90) days after the expiration of the Notice Period. In the event of License abandonment, the License shall terminate, City shall notify Licensee of the termination in writing, and ownership of Improvements shall transfer to City.

e. The License shall terminate upon transfer ownership or removal of the Improvements. Until such time, the License shall remain in effect.

7. Indemnification. Licensee agrees to indemnify, defend, and hold harmless the City, and the City's officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Licensee's use or occupancy of the Property, or any portion thereof under this License Agreement on account of any injury to persons or damage to property.

8. Insurance. Licensee shall, during the term of this License Agreement, at its sole cost and expense, maintain a comprehensive general liability insurance policy insuring the City, its officers and employees, from any liability to person or property due to the construction, maintenance, or use of the Licensed Use in and on the Property. Each policy of insurance shall be non-cancelable and non-amendable to the extent any proposed amendment reduces the limits or scope of insurance required without thirty (30) days prior written notice to the City. A certificate of insurance shall be delivered to the City. The minimum limits of liability of such insurance shall be $1,000,000 for combined bodily injury or death and damage to property per occurrence and $2,000,000 aggregate. In addition, Licensee shall maintain property insurance covering loss or damage to the Improvements in an amount equal to the full replacement value thereof.

9. Relationship of the Parties. This License Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Agreement render parties liable as partners, co-venturers or principals. The Licensee shall not be deemed to have become a tenant of the City.

10. Scope. The Licensee shall not enlarge, reconstruct, remodel or in any way alter the Licensed Use without the review and consent of the City.

11. Covenant. The License granted by this Agreement is a covenant running with the land so long as the License continues. Further, the parties bind and obligate themselves and their

executors, administrators, successors, and assigns to the rights and obligations granted and assumed by this Agreement. Despite the previous sentence, Licensee shall not assign this license without the express written consent from City, and City shall not unreasonably withhold consent.

12. Filing. This Agreement shall be filed of record with the Lyon County Register of Deeds by Licensee, at Licensee's expense, and if so filed may be terminated by filing a copy of the written termination notice provided for in Section 8 with the Lyon County Register of Deeds.

13. Governing Law. This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Kansas.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

City of Emporia, Kansas **ATTEST**

By: ____ ______________________________
Erren Harter, Mayor Kerry Sull, City Clerk

BE IT REMEMBERED, that on this ____ day of September, A.D., 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Erren Harter, Mayor, Emporia, Kansas, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

The Gazette Building Development, LLC

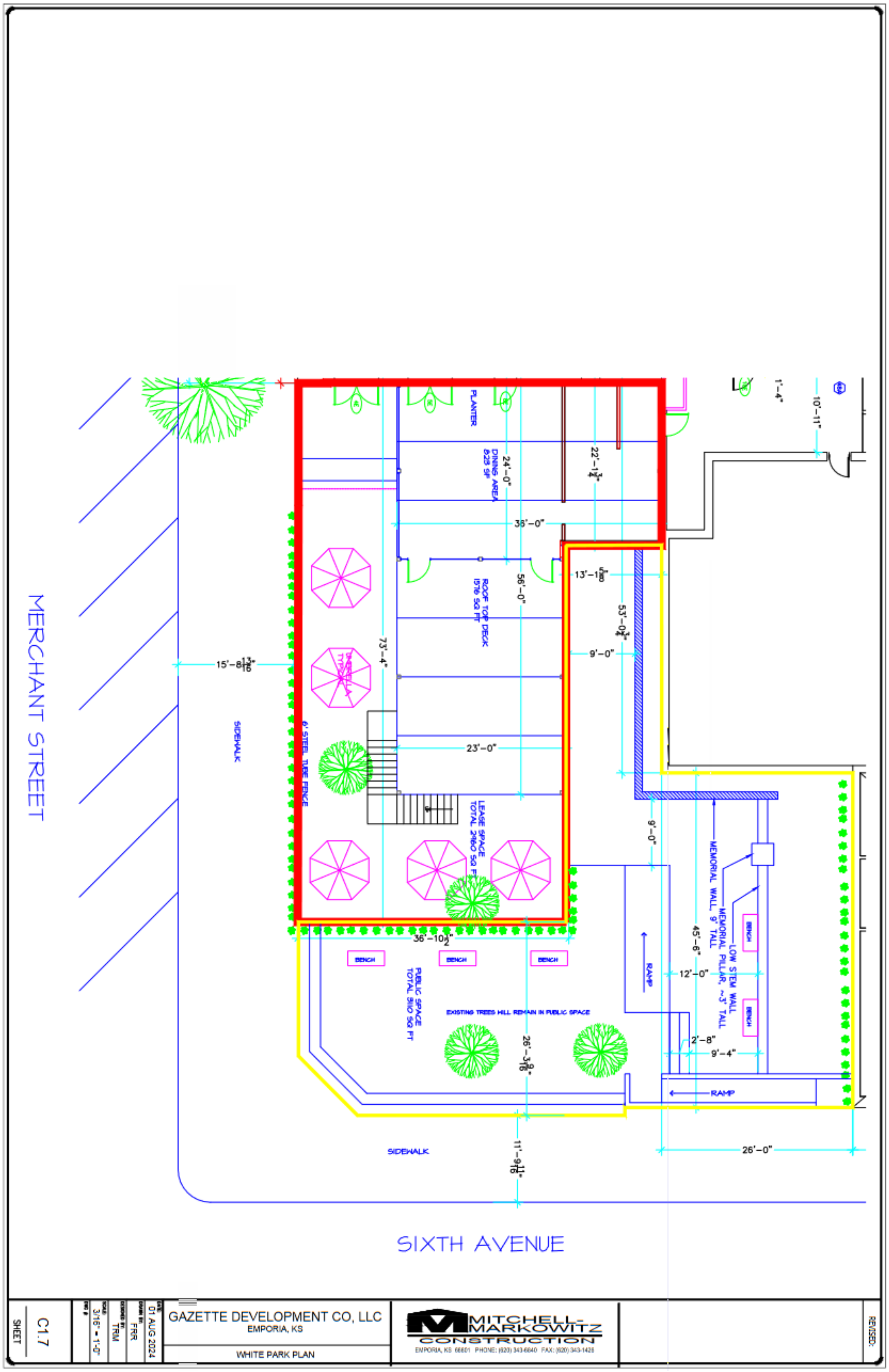
By: _________________________

BE IT REMEMBERED, that on this ____ day of September, A.D., 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came________________ ____________________, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

EXHIBIT A



MERCHANT STREET
SIXTH AVENUE
SIDEWALK
SIDEWALK
PLANTER
DINING AREA
523 SF
ROOF TOP DECK
1576 SQ FT
LEASE SPACE
TOTAL 2160 SQ FT
PUBLIC SPACE
TOTAL 3150 SQ FT
EXISTING TREES WILL REMAIN IN PUBLIC SPACE
6' STEEL TUBE FENCE
MEMORIAL WALL, 9' TALL
MEMORIAL PILLAR, ~3' TALL
LOW STEM WALL
BENCH
BENCH
BENCH
BENCH
BENCH
RAMP
RAMP
GAZETTE DEVELOPMENT CO, LLC
EMPORIA, KS
WHITE PARK PLAN
01 AUG 2024
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TRM
3/16" = 1'-0"
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SHEET
REVISED:
MITCHELL-MARKOWITZ CONSTRUCTION

EMPORIA GAZETTE BUILDING - WHITE MEMORIAL PARK

BEN MOORE STUDIO
ARCHITECTURE + PLANNING
benmoorestudio.com
785-560-3111

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Commission Action Report

Water Treatment Plant Evaluation and Master Plan

Title:	Water Treatment Plant Evaluation and Master Plan
Agenda Date:	September 18, 2024
Presented By:	Dean Grant, Director of Public Works

Background:

Staff issued a Request for Qualifications to engineering firms for the evaluation and master planning of the water treatment plant in June of this year. Three (3) proposals were received by the July 16, 2024, deadline. Each of the three (3) firms were given the opportunity to present their evaluation process, tools, and expertise to a panel of city staff. After evaluating the firms, staff selected Burns & McDonnell to negotiate scope and pricing.

Discussion:

Staff is requesting to hire Burns & McDonnell to perform an evaluation of the water plant's treatment processes, performance efficiencies, and limitations, future regulatory needs, and develop a master plan for future needs. This process will take approximately 12 months to complete, at which time we will present the final report to the commission.

Financial Considerations:

The total proposed cost is $346,000.00 and will be paid for by the Water Fund. This expenditure was budgeted for in the Water Fund Capital Improvement Project for 2024.

Recommended Action:

Authorize the City Manager to sign the Water Treatment Plant Evaluation and Master Plan task order with Burns & McDonnell for $346,000.00

Attachments:

Exhibit A Scope of Services with Burns & McDonnell

EXHIBIT A
SCOPE OF SERVICES

EMPORIA, KANSAS
WATER TREATMENT PLANT MASTER PLAN

PROJECT

The City of Emporia, Kansas owns and operates a surface water treatment plant (WTP). Generally, the process consists of lime softening, ozone disinfection, media filtration, and chlorination.
This Scope of Services summarizes the tasks that will be performed as part of the Water Master Planning Evaluation (Project).

SCOPE OF SERVICES

The following is our understanding of the Scope of Services to be provided by Burns & McDonnell Engineering Company, Inc., (ENGINEER) for the City of Emporia, Kansas (OWNER).

1. Project Meetings and Workshops:
    a. Attend up to five (five) meetings, with up to four (4) representatives of the ENGINEER present at each meeting, at the OWNER's office (in Emporia, KS):
        i. Kickoff and Condition Assessment Meeting and Walkthrough (1) (assumed to be a single full day)
        ii. Alternatives Development and Analysis Workshop Meetings (2) (assumed to be working lunch meetings ~3 hrs each) (Refer to task 3)
        iii. Alternatives Evaluation and Selection Workshop (1) (assumed to be working lunch meeting ~3 hr each) (It is intended to present the results of task 3 and 4 during this meeting)
        iv. Final Recommendations Workshop (1) (assumed to be working lunch meeting ~3 hr each)
    b. Attend one virtual meeting with Kansas Department of Environmental Quality (KDHE) to discuss and develop a consensus on the selected path forward.
    c. Develop meeting agendas and distribute electronic copies of meeting minutes.
2. Technical Evaluation
    a. Physical Assessment Evaluation
        i. Conduct a multi-disciplinary physical condition assessment of the water treatment plant. The age and physical condition of major assets will be observed and documented to assess the remaining useful life and recommended improvements to meet performance expectations. The multi-disciplinary assessment team will include process, mechanical, structural, architectural and electrical representatives to conduct the condition assessment for the following components:
            1. Presedimentation basins and equipment;
            2. Rapid mix basins and equipment;
            3. Primary treatment basins (both conventional and solids contact clarifier) basins and equipment mechanisms;

4. Chemical feed systems (lime, coagulant, polymer, carbon dioxide, ozone, chlorine and ammonia) and facilities;
5. Filters and filter facility;
6. Low service pumping;
7. Finished water storage piping and tank configuration (assumed that City has own tank maintenance program for regular inspection and maintenance);
8. Residuals, including piping configuration, basins and pumping equipment (excludes any CCTV review of piping);

ii. Describe methodology to establish standard useful life, adjustment for various factors including age, use condition, and performance, and the rating system used as determined by each discipline.
iii. Evaluate anticipated remaining life and identify recommendations for upgrades to meet identified level of service or performance for major treatment processes identified above.
iv. The physical assessment will be consolidated into a matrix to provide a comprehensive list of all major unit treatment processes and equipment, their condition and anticipated remaining life.

b. Water Treatment Plant Process Evaluation (Desktop)
   i. The physical configuration of the treatment process, including detention time, velocity and loading rate (as relevant) will be analyzed and evaluated with consideration for regulatory requirements, industry standards, and anticipated regulatory changes.
   ii. Analyze past 2 years of historical water quality data for raw, in-treatment and finished water to assess performance of each step of treatment process. Requested parameters include pH, turbidity, alkalinity, hardness, total organic carbon (TOC), temperature, ozone residual, chlorine residual, iron, and manganese.
   iii. Analyze past 2 years historical chemical usage of lime, coagulant, polymer, carbon dioxide, ozone, chlorine and ammonia to determine minimum, average, and maximum dose.
   iv. Based on the analysis of water quality data and chemical usage, evaluate the WTP performance through existing treatment process to identify areas for potential improvement.
   v. Analyze past 2 years historical filter data, including run time, backwash volumes, turbidity, and volume of water filtered to evaluate efficiency of filtration process.

c. Evaluation of free chlorine for primary disinfection.
   i. Advise the OWNER on procedures to conducting sampling for use of free chlorine for disinfection.
   ii. Evaluate data provided by the client on use of free chlorine for demand, residual and disinfection byproduct formation when used for primary disinfection.

3. Regulatory Evaluation

    a. Evaluate finished water quality and ability of the treatment processes to meet current and future regulations including:
        i. State regulations of the Kansas Department of Health and Environment (KDHE) current regulations.
        ii. Federal regulations of the Environmental Protection Agency (EPA).
        iii. Anticipated future regulatory concerns including PFOS/PFAS, pharmaceuticals, chromium, and NDMA.

4. Treatment Alternatives Development and Analysis
    a. Develop the following alternatives for rehabilitation and expansion of the existing plant. Each alternative will consist of a conceptual figure depicting the proposed process improvement with discipline input only as needed to confirm concept feasibility. It is anticipated that while being developed, figures will be shared with the OWNER during Development and Analysis Workshop Meetings to obtain input and feedback from the OWNER with each alternative.
    b. Primary Treatment alternatives.
        i. Develop process design criteria and site location for the following basin options:
            1. Rehabilitate the existing solids contact basin to improve performance.
            2. Repurpose the existing solids contact clarifier as a third presedimentation basin.
            3. Rehabilitate mixing and flow paths for existing sedimentation basins.
            4. Placement of a new conventional sedimentation basin located on either the north or south end of site.
    c. Chemical feed
        i. Evaluate existing storage capacity and feed system compared to average 30-day storage requirements. Develop process design criteria, including recommended tank sizing, tank location, and feed system in the existing building for the following chemical systems:
            1. Chlorine
            2. Lime
            3. Ammonia
            4. CO2
            5. Ferric
            6. Polymer
        ii. Develop a conceptual design for a new building to house the chemical storage and feed systems. Conceptual design will consist of a building footprint and up to three conceptual site and chemical feed line concepts.
    d. Ozone contactor
        i. Develop a conceptual design for a new ozone contactor and storage and feed system. Conceptual design will consist of storage and feed system general arrangement, and up to three conceptual site locations.
    e. Residuals
        i. Identify a temporary solution to limit overflow discharges at the WTP.

        ii. Develop process design criteria and site location for the following rehabilitation and new basin options:
            1. Rehabilitate/replace existing piping to existing residuals basins.
            2. Construct new residuals basins and piping at a new location.
            3. Provide mechanical dewatering. One method will be analyzed with OWNER input to proposed dewatering method.
    f. Full new treatment plant
        i. Develop a conceptual process design and arrangement for a new treatment plant on the existing site. Conceptual design will consist of overall basin / building size arranged on a site plan and a process design criteria summary.
            1. Mimic existing treatment (presedimentation, conventional primary treatment, settled water ozone, and gravity media filtration).
            2. Consideration will be given to future treatment technologies or alternative treatment technologies based on discussion and input from OWNER.
5. Water Treatment Plant Alternatives Evaluation
    a. Prepare an opinion of probable construction cost for the following alternatives based on concepts developed in Task item 3.
        i. Full rehabilitation-only of existing water treatment plant.
        ii. Partial rehabilitation and partial new basins at existing water treatment plant.
        iii. Full new water treatment plant on site.
    b. Identify relative increase or decrease in anticipated energy usage.
    c. Evaluate alternatives based on qualitative and quantitative criteria via a pairwise comparison analysis. Such criteria may consist of, but is not limited to the following and is subject to concurrence by the OWNER:
        i. Impact to finished water quality goals.
        ii. Opinion of probable cost.
        iii. Relative operational and maintenance cost.
        iv. Emergency operation capabilities.
        v. Treatment during construction and constructability.
        vi. Staff requirements
        vii. Additional criteria to be determined mutually with the OWNER.
6. Financial Plan Impact Assessment
    a. Using a 20-year projection period, develop a financial plan for up to three alternatives reflecting the following:
        i. Existing revenues, operating costs, and debt service obligations.
        ii. Opinions of probable construction costs and associated operation and maintenance cost impacts for up to three alternatives.
        iii. Other capital improvement needs as determined by the OWNER.
        iv. Debt issuance to fund proposed capital improvements.
        v. Systemwide revenue increases necessary to fund future operating and capital needs, comply with existing debt service covenants, and meet City

financial planning policies such as reserve balances and debt service coverage targets.

b. Evaluate the sufficiency of revenues under existing rates to meet future operating and capital costs. Identify systemwide revenue increases necessary to adequately fund indicated capital improvements and comply with City financial targets and debt covenants.
c. Summarize and present projections for discussion with the OWNER.

7. Bench-Scale Testing
    a. Process Bench-Scale Testing – testing to evaluate different coagulants and polymers for TOC reduction. A total of three, 2-day tests are anticipated as follows: (1) cold weather conditions test, (2) warm weather conditions test and (3) spring seasonal "event" test.
        i. Coagulant testing for TOC reduction. Testing will evaluate existing coagulant with ferric and alum. Samples will be analyzed in the lab for pH, alkalinity, hardness and turbidity. A third-party lab will be used for TOC analysis.
            1. Existing coagulant with varying lime doses (1 jar test)
            2. Constant lime dose with varying existing coagulant (1 jar test)
            3. Constant lime dose with different coagulants (alum and ferric - 1 jar test)
            4. Constant lime and existing coagulant with varying polymers (1 test)
            5. Constant lime and existing coagulant with varying polymer dose(1 test)
        ii. Presedimentation jar test for turbidity reduction. Samples will be analyzed in the WTP lab for turbidity.
            1. Varying polymer type and varying polymer dose (2 jar tests)
        iii. The goal of lime and coagulant testing is TOC reduction.
        iv. The goal of polymer testing is turbidity reduction.
    b. Include findings as part of Alternatives Development and Analysis Workshop and an appendix to the technical memorandum.
8. Technical Memorandum
    a. Develop a Draft Technical Memorandum summarizing Scope-of-Work
    b. Issue an electronic copy of the Draft Technical Memorandum to the OWNER for review and comment
    c. Incorporate comments into a Final Technical Memorandum. Submit an electronic version of the Report to the OWNER

RESPONSIBILITIES OF OWNER

1. Assistance by placing at ENGINEER's disposal all available information pertinent to the assignment, including previous reports, equipment lists, instrumentation lists, plans, specification, and other data relative thereto. ENGINEER shall rely on information made available by the OWNER as accurate without independent verification.
2. Project Responsibilities
    a. Provide requested and relevant water quality data in excel format.
    b. Provide requested and relevant historical documents, including drawings and previous studies/reports.
    c. Provide water quality data throughout the treatment process as required to evaluate alternatives. Should additional data be needed, the OWNER shall be responsible for sample collection and testing.
    d. Provide financial data as required for the financial impact assessment.
    e. Access to the WTP by ENGINEER's staff.
    f. Review, comment, and approval of meeting minutes.
    g. Participation in meetings and workshops.
    h. Review and comment on the Draft Technical Memorandum.
    i. Provide finished water demand planning projections for minimum, average and maximum day conditions.
    j. Provide all other planned capital improvements, to the extent that the scoped master plan does not include other infrastructure such as transmission or distribution mains.
    k. Provide input to site evaluation including present and planned future land use, zoning and other land use restrictions, accessibility and topography, ability for future expansion, flood protection, known environmental concerns and geologic/hydrologic information.

ASSUMPTIONS

1. Evaluation of multi-disciplinary improvements, aside from process, is excluded from the current phase and will be completed in a future phase after an alternative is selected.
2. Multi-disciplinary condition will be visual observation only (IE: bearings, belts, wiring, etc., will not be assessed). Performance evaluation will be by interview of staff and their understanding of performance.
3. Team will rely on OWNER to provide existing drawings, geotechnical information, treatment plant information, and other information requested.
4. Where possible, data will be provided in excel format for the last 2 years. Up to 8 hours is included for transcription of data from hand log sheets.
5. This scope does not include any geotechnical or survey scope.
6. Additional Services are currently excluded but can be added based on mutually agreeable scope and fee.
7. Schedule is based on exclusion of additional services. Addition of any services requires mutually agreeable adjustment.

8. Financial model preparation will include updating existing spreadsheets to current billing data, operating cost, and debt service data, and extending to include a 20-year projection period. Cash flow evaluation includes up to three scenarios.
9. Detailed revenue analysis, meaning capital usage by consumption block is excluded in this phase.
10. Condition assessment and evaluation of existing raw water intake is excluded. This asset is assumed to be viable through the planning period and work on it is not included in the capital plan.

Base Scope		
Scope Item	Task Description	Total Fee
1	Project Meetings and Workshops	$43,900
2	Technical Evaluation	$44,800
3	Regulatory Evaluation	$12,700
4	Alternatives Development and Analysis	$106,900
5	Water Treatment Plant Alternatives Evaluation	$27,700
6	Financial Plan Impact Assessment	$24,200
7	Bench-Scale Testing	$48,100
8	Technical Memorandum	$37,700
Total		**$346,000**

Commission Action Report
Airport Apron Expansion Design Agreement

Title:	Airport Apron Expansion Design Agreement
Agenda Date:	September 18, 2024
Presented By:	Dean Grant, Director of Public Works

Background:

The airport was awarded $906,000.00 in grant money from the Kansas Department of Transportation for the design and construction to expand the apron at the Emporia Municipal Airport. The apron is the area used to park airplanes when companies and travelers land at the airport to conduct business or visit the city. This grant will allow more parking spaces for planes and allow for safer, and easier, access to the self-serve fuel area.

Discussion:

Staff would like to proceed with HW Lochner to design this project.

Financial Considerations:

The design phase of the project will cost $120,000.00, of which KDOT will pay $114,000.00 (95%) and the city's match is $6,000.00 (5%).

Recommended Action:

Approve the Apron Expansion design agreement with HW Lochner in the amount of $120,000.00

Attachments:

HW Lochner Apron Expansion Design Agreement

CONSULTANT AGREEMENT

Owner: City of Emporia, Kansas

Client: City of Emporia, Kansas

Consultant: H.W. Lochner, Inc. ("Lochner")

Date:

Project: Expand Apron
(reference attached Exhibit A for project limits)

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. Lochner. Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. Scope of Services. Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. Compensation. The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. Additional Services. If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. Standard of Care. The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. Payment. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. Correction of Work. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. Termination. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. Insurance. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of $1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of $1.0 million per occurrence, $1.0 million aggregate limit, and $1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of $1.0 million per occurrence, and $1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of $1.0 million and Employer's Liability Insurance of at least $1.0 million.

5. Umbrella Excess Liability Insurance in the minimum amount of $3.0 million each occurrence, and $3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Matthew J. Jacobs, PE
mjacobs@hwlochner.com

H.W. Lochner, Inc.
15717 College Boulevard
Lenexa, KS 66219

Notice to Client:

Dean Grant
dgrant@emporiaks.gov

Director of Public Works
City of Emporia, Kansas
1220 Hatcher
Emporia, KS 66801

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.

b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.

d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.

e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

14. Mandatory Federal Contract Provisions. Not Applicable.

H.W. LOCHNER, INC.	CITY OF EMPORIA, KANSAS
By:________________________	By:________________________
Title: Vice President, National Aviation Practice Lead	Title:________________________
Date: September 6, 2024	Date:________________________

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

Plot Style: ae.ctb

Last Saved By: iwright 2023/10/09

Drawing Name: H:\AVIGEN\AIRPORTS\KANSAS\ Emporia (EMP)\ACIP DATA SHEETS\KAIP\FY2025\ACAD\EMP Apron KAIP.dwg Oct 09,2023 - 12:33pm

This document is preliminary in nature and is not a final signed and sealed document.

Lochner

15717 College Blvd.
Lenexa, KS 66219
P 816.945.5840
www.hwlochner.com

CITY OF EMPORIA, KANSAS

EMPORIA MUNICIPAL AIRPORT (EMP)

EMPORIA, KANSAS

PROJECT NO.	
DRAWN BY IJW	DATE
CHECKED BY MJJ	DATE
DESIGNED BY IJW	DATE
REVISIONS	DATE

EMP KAIP FY2025 PROPOSED APRON LAYOUT

1

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the engineering services required for performing topographical surveys and a geotechnical exploration for preparing a Construction Safety and Phasing Plan (CSPP) report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Client with bidding and administrative services. The Client may enter into a separate agreement for the additional services for providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars (AC) and Central Region Guidance publications.

- AC 150/5300-13B *"Airport Design"*
- AC 150/5320-6G *"Airport Pavement Design and Evaluation"*
- AC 150/5340-1M *"Standards for Airport Markings"*
- AC 150/5340-30J *"Design and Installation Details for Airport Visual Aids"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports."*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. <u>BASIC SERVICES</u>

1. Preliminary

    a. Coordinate with the Client regarding Project scope, schedule, and budget.

    b. Conduct pre-design Microsoft Teams meeting, prepare minutes, and distribute to attendees.

    c. Conduct site visit to assess the site.

    d. Prepare topographical survey Scope of Services and subconsultant agreement.

    e. Prepare geotechnical investigation Scope of Services and subconsultant agreement.

2. CSPP Report

    a. Prepare Construction Safety and Phasing Plan (CSPP) Report: The CSPP Report will be prepared in accordance with the guidelines included in Chapter 2, *"Construction Safety and Phasing Plans"* and Chapter 3, *"Guidelines for Writing a CSPP"* of Advisory Circular (AC) 150/5370-2G. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.

b. Submit preliminary CSPP Report, along with preliminary Construction Plans and Contract Documents/Technical Specifications as listed in A.3.a.3), to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (<u>This submittal shall be considered the 90% complete project submittal</u>.)

c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report, along with Final Construction Plans and Contract Documents/Technical Specifications as listed in A.3.a.4) to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

3. Plans and Specifications

a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

- Title Sheet
- General Layout and General Notes
- Construction Safety and Phasing Plan
- Construction Safety Details
- Summary of Quantities and Pay Item Notes
- Boring Log Layout and Details
- Typical Sections
- Demolition Plan
- Apron Plan and Profile
- Underdrain Plan and Profile
- Spot Elevations
- PCCP Joint Plan
- PCCP Joint Plan Details
- Grading and Seeding Plan
- Erosion Control Details
- Drainage Details
- Pavement Marking Plan
- Pavement Marking Details
- Electrical Plan
- Electrical Details
- Cross Sections

2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA AC 150/5370-10H and "Regional Modifications to Standards".

3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget, along with the preliminary CSPP Report as listed in A.2.b, to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary comments and submit Final Construction Plans and Contract Documents/Technical Specifications, along with Final CSPP Report as listed in A.2.c, to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding

   a. Assist the Client with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Client shall place the advertisement in the appropriate media.)

   b. Upload the Construction Plans and Contract Documents/Technical Specifications for prospective bidders to access and download.

   c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.

   d. The Consultant will coordinate a <u>virtual</u> pre-bid conference via Microsoft Teams for this Project.

   e. The Consultant will conduct an <u>in-person</u> bid opening meeting and assist the Sponsor with one (1) receipt of bids. If City policy allows for a virtual bid submittal/opening, this option will be utilized.

   f. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and make recommendation of contract award.

B. <u>SPECIAL SERVICES</u>

1. Administrative Assistance

   a. Prepare and submit Section 163 request to the FAA for evaluation and determination.

   b. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.

   c. Assist the Client in preparation of KDOT design grant reimbursement request forms.

2. Field Survey

   a. See supplemental "Survey Scope of Services".

3. Geotechnical Investigation

   a. See supplemental "Geotechnical Investigation Scope of Services".

C. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added by separate Agreement.

EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

SURVEY SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the topographical surveying services enumerated as follows:

1. Field Survey - Engineering Design

   a. Perform field survey as required. The survey area is depicted on the attached Exhibit B and will consist of the following:

      1) Coordinate access to the project site with the Airport and the Engineer.

         a. When operating within the Air Operations Area (AOA), Surveyor personnel shall comply with airfield safety regulations as described within FAA AC 150/5370-2G, Operational Safety on Airports During Construction(https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2).

         b. The Surveyor shall have a radio capable of receiving communications on the Airport's Common Traffic Advisory Frequency (CTAF) 122.8.

         c. At a minimum, the Surveyor shall have a flag and/or a flashing beacon mounted on all vehicles operating within the AOA. Requirements for each are described within FAA AC 150/5370-2G.

      2) Establish survey baselines for improvement areas and set horizontal control points (CP-1 – CP-2) as shown on Exhibit B for use during the survey and construction. All control points, whether set or recovered, shall not extend above the adjacent pavement elevation. They shall be either flush or below the pavement surface.

         a. The Surveyor shall supply the Engineer with one (1) photo of each horizontal control point set/recovered on the project site by the Surveyor.

      3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity of the survey limits if one is not already located there.

         a. The Surveyor shall supply the Engineer with one (1) photo of each vertical control point set on the project site by the Surveyor.

      4) Obtain pavement and ground elevations and topography within the depicted survey limits or at the individual call-out locations. Survey will contain elevations along centerline (marked and un-marked) of pavement, edges of pavement, ground adjacent to edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 20' apart as described below. Survey will include location and elevation/approximate depth of existing utilities and other existing features and shall include:

(1) Spot elevations

a. Earth to the nearest 0.10 ft.

i. Elevations at 20’ intervals longitudinally

ii. Elevations at features, terraces, and grade changes maximum 20’ transverse.

b. Pavement – to nearest 0.01 ft.

i. Elevations at 20’ intervals longitudinally and transverse

ii. Elevations shall be taken along centerline (marked and un-marked) of pavement, corresponding edge of pavement, and corresponding ground immediately adjacent to edge of pavement

(2) Visual and underground utilities within the survey limits – water, sewer, gas, electric, telephone, etc.

a. The Surveyor shall be responsible for coordinating the marking of all utilities within the area by contacting Kansas 811 prior to completing the survey.

b. Type, size, approximate depth, and location

c. Manholes, handholes, meter pits, catch basins, inlets

i. Size and location

ii. Top and invert elevations

(3) Culverts – size, length, material, invert elevations

(4) Fence – type, height, gate size, corner and end posts, braces

(5) Buildings – building corner and mid-point elevations (building peak elevations are not required).

(6) Airport Features –fuel system, bollards, aircraft tie downs, lights, guidance signs, ducts, cable markers, handholes, junction boxes, wind cone, underdrains, etc.

(7) Trees/shrubbery – ground elevation only. (height not required).

b. One (1) additional trip for acquiring additional survey points as needed by the Engineer.

c. Deliverables

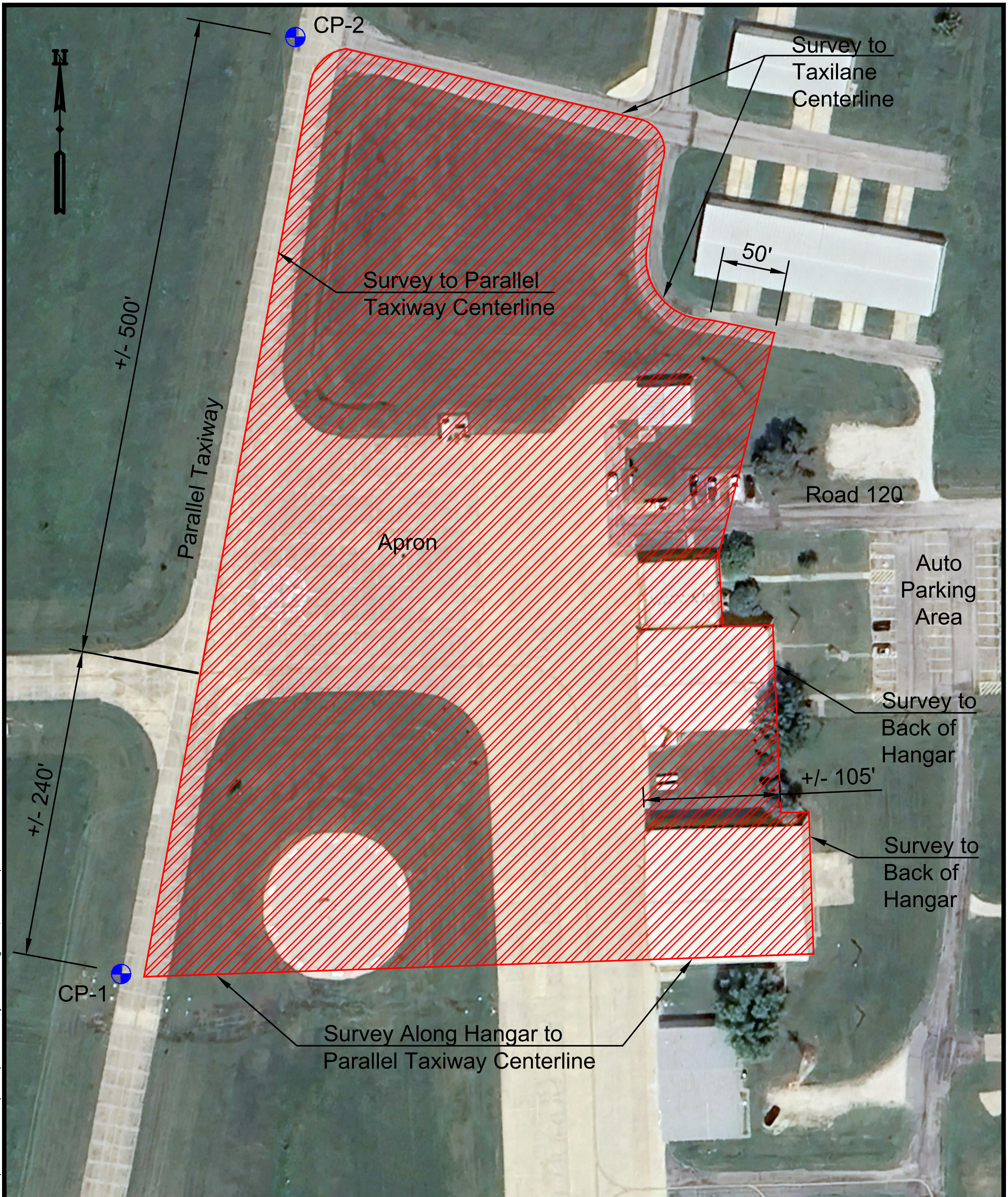
1) One (1) compact disk with the electronic files of the survey, including DTM folder, suitable for operating on AutoCAD Civil 3D 2020. Please ensure the survey is provided in grid coordinates.

2) Electronic copy of survey notes, calculations, raw survey data, .txt or .csv (PNEZD), comma delimited coordinate file and code legend obtained by electronic means, and any field notes taken by hand.

3) Digital (.jpg or similar) photos of each horizontal control point (CP-1 through CP-2), vertical control point, and, at a minimum, three photos of the general survey limits, totaling, at a minimum, six (6) photos.

4) One (1) AutoCAD drawing and one (1) hard copy original sealed by a Professional Land Surveyor with points, point numbers, description, tin file, survey baseline, existing features, and contours. The contours shall be provided at 1-foot intervals. The drawing shall include a legend that clearly describes the site features represented, a graphic scale, and a north arrow.

5) One (1) signed and sealed survey certification letter attesting to the horizontal and vertical accuracies of the survey as required for a 1A certification.



Drawing Name: C:\pw_working\lochner-pw-01\d0130834\Apron Expansion Survey Geotech.dwg Jul 25,2024 - 12:11pm

EXHIBIT B: SURVEY LIMITS

Lochner

LEGEND

SURVEY LIMITS

SET CONTROL POINT

EMPORIA MUNICIPAL AIRPORT (EMP)

EXPAND APRON

SCALE: 1" = 100'

EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

GEOTECHNICAL INVESTIGATION SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the geotechnical investigation services enumerated as follows:

1. Geotechnical Investigation

   a. Coordinate access to the project site with the Airport and the Engineer. The Geotechnical Subconsultant shall coordinate the proposed work timeline with Lochner to allow for the appropriate communications with the Airport. The Geotechnical Subconsultant shall adhere to any airfield rules and regulations set forth by the Airport.

      1) When operating within the Air Operations Area (AOA), Geotechnical Subconsultant personnel shall comply with airfield safety regulations as described within FAA AC 150/5370-2G, Operational Safety on Airports During Construction (https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2).

      2) The Geotechnical Subconsultant shall have a radio capable of receiving communications on the Airport's Common Traffic Advisory Frequency (CTAF) 122.8.

      3) At a minimum, the Geotechnical Subconsultant shall have a flag and/or a flashing beacon mounted on all vehicles and equipment operating within the AOA. Requirements for each are described within FAA AC 150/5370-2G.

   b. Perform a minimum of two (2) soil borings (B-1 through B-2) at the locations shown on Exhibit C extended to a maximum depth of 10' below the existing ground surface or to auger refusal. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water.

   c. Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached Exhibit C, one (1) shallow pit soil samples (TP-1) shall be taken at the approximate locations shown. The sample shall be taken 1' to 2' below the existing ground surface.

   d. Perform laboratory testing of the shallow pit soil samples. The laboratory testing for the samples will include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test, classification of the sample in accordance with the Unified Soil Classification System (USCS), and determination of water-soluble sulfate content.

   e. If dry cohesive subgrade soils are encountered on site, a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of their shrink/swell potential.

f. Prepare a site specific written geotechnical report providing a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, and boring logs. If subgrade treatment or modification is required, recommendations related to subgrade preparation, modification, and estimated application rates will also be presented in the report for cement, lime, and fly ash if applicable.

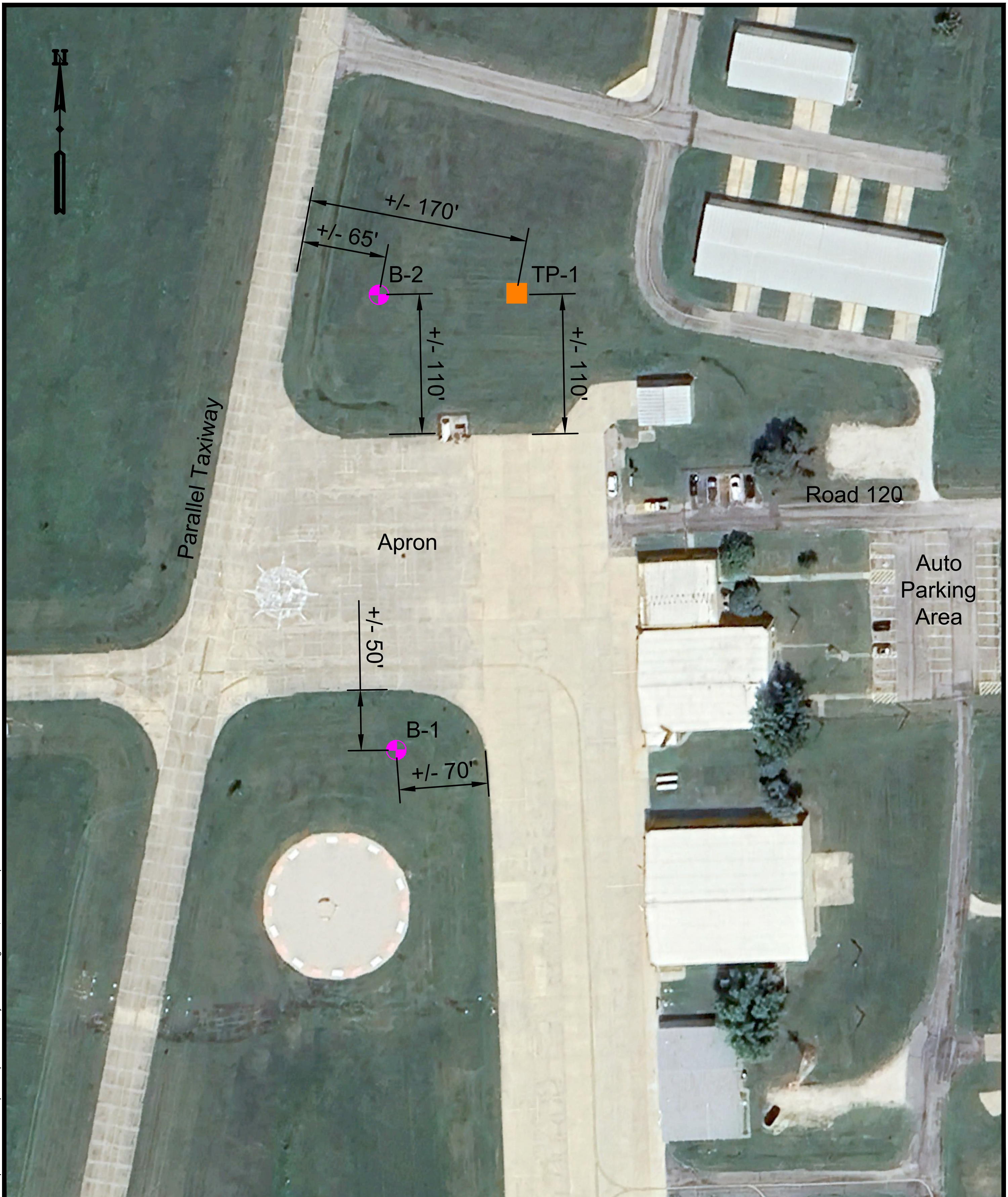


EXHIBIT C: GEOTECH LIMITS

Lochner

LEGEND

BORE LOCATION

TEST PIT LOCATION

SCALE: 1" = 100'

EMPORIA MUNICIPAL AIRPORT (EMP)

EXPAND APRON

Drawing Name: C:\pw_working\lochner-pw-01\d0130834\Apron Expansion Survey Geotech.dwg Jul 25,2024 - 12:02pm

COMPENSATION

The Client agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary .... $7,000.00 Lump Sum
2. CSPP Report .... $13,000.00 Lump Sum
3. Plans and Specifications .... $56,000.00 Lump Sum
4. Bidding .... $9,000.00 Lump Sum

Subtotal Basic Services $85,000.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance .... $5,000.00 Lump Sum
2. Field Survey .... $15,000.00 Lump Sum
3. Geotechnical Investigation .... $15,000.00 Lump Sum

Subtotal Special Services $35,000.00 Lump Sum

Total Basic and Special Services $120,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services .... May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Client.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Client a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item C. Construction Services, the method of payment may be added by separate Agreement upon completion of Item Items A.2 and A.3.

TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Client, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary .... As Required
2. CSPP Report
   b. Submit Preliminary CSPP Report .... 75 Calendar Days After Receipt of NTP
   c. Submit Final CSPP Report .... 21 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
3. Plans and Specifications
   a.3) Submit Preliminary Plans and Specifications .... 75 Calendar Days After Receipt of NTP
   a.4) Submit Final Plans and Specifications .... 21 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
4. Bidding .... As Required

B. SPECIAL SERVICES

1. Administrative Assistance .... As Required
2. Field Survey .... 30 Calendar Days After Receipt of NTP
3. Geotechnical Investigation .... 45 Calendar Days After Receipt of NTP

C. CONSTRUCTION SERVICES

1. Construction Services .... May be Added by Separate Agreement

The schedule presented above does not include review time by the Client, KDOT, or other interested agencies.

Title:	City of Wichita Resolution No. 24-297 Health Care Facilities Revenue Bonds
Agenda Date:	September 18, 2024
Presented By:	Tayler Wash, Assistant City Manager

Background:

The City Council of Wichita, KS adopted Resolution No. 24-297 declaring an intent to issue its Health Care Facilities Revenue Bonds on behalf of senior living facilities operated by Presbyterian Manor, Inc. throughout the state of Kansas, including the facility in Emporia.

Discussion:

The City of Emporia must approve or disapprove the issuance of such bonds pursuant to K.S.A. 12-1741a. If the City of Emporia takes no action, the bonds will be deemed approved.

Financial Considerations:

The bonds are special obligations of the City of Wichita and shall not be an obligation of the City of Emporia in any way.

Recommended Action:

Approve City of Wichita, Kansas Resolution No. 24-297 declaring intent to issue health care facilities revenue bonds.

Attachments:

Memo from City of Wichita re: Resolution No. 24-297

Resolution No. 24-297

CITY OF
WICHITA

RECEIVED
SEP 06 2024
BY: ....

September 4, 2024

Mayor and City Commission
City of Emporia
111 East 6th Avenue
P.O. Box 928
Emporia, Kansas 66801-0928

Re: Not to Exceed $90,000,000
City of Wichita, Kansas
Health Care Facilities Revenue Bonds
(Presbyterian Manors, Inc.)

Attached is a copy of Resolution No. 24-297 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 3, 2024, declaring an intent to issue its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), in an aggregate principal amount of not to exceed $90,000,000 (the "Bonds") pursuant to K.S.A. 12-1740 *et seq*. and K.S.A. 10-116a (collectively, the "Act") to provide funds to: (a) refund all or a portion of the City of Wichita, Kansas Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-A, 2014 (collectively, the "Refunded Bonds"); and (b) to finance the acquisition, construction and equipping of improvements to senior living and health care facilities located within the State of Kansas operated by Presbyterian Manors, Inc. (collectively, the "Project"). One of the facilities financed by the Refunded Bonds and potentially constituting a portion of the Project is located within the City of Emporia, Kansas (the "City"). The Resolution is provided pursuant to a portion of the Act (K.S.A. 12-1741a) for consideration and approval by the City Commission. Approval may be affirmatively made by action of the City Commission, or will be deemed made if the City Commission fails to disapprove the issuance of the Bonds within seven business days after its next regular meeting following receipt of this request. Attached hereto is a form of Certificate of City Clerk acknowledging receipt of this letter and Resolution and evidencing action or in-action by the City Commission of the City.

The Bonds are special obligations of the City of Wichita payable only from rental payments to be made by Presbyterian Manors, Inc. and shall not be an obligation payable in any manner of the City or the City of Wichita.

CITY OF WICHITA, KANSAS

Jamie Buster, City Clerk

Enclosure

CERTIFICATE OF CITY CLERK
CITY OF EMPORIA, KANSAS

STATE OF KANSAS)
)SS:
COUNTY OF LYON)

The undersigned, City Clerk for the City of Emporia (the "City"), hereby certifies in connection with the issuance by the City of Wichita, Kansas ("Wichita") of its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.) (the "Bonds"):

The City Clerk, on behalf of the City Commission, received on September __, 2024, a written request from the Wichita City Clerk, submitted pursuant to K.S.A. 12-1741a, to approve adoption of Resolution No. 24-297 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 3, 2024 regarding the issuance of the Bonds.

1. The undersigned transmitted a copy of the Resolution to the City Commission of the City (the "Governing Body").

2. The next regular meeting of the Governing Body following receipt of the Resolution was held on September __, 2024.

3. Please select the appropriate action:
   - ☐ The Governing Body approved the issuance of the Bonds at such meeting.
   - ☐ No action was taken by the Governing Body at such meeting to approve or disapprove the issuance of the Bonds and no written notice specifically disapproving the issuance of the Bonds was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.
   - ☐ The Governing Body disapproved the issuance of the Bonds at such meeting and a written notice of such disapproval was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.

Signed this ____ day of ________________, 2024.

____
City Clerk, City of Emporia, Kansas

(SEAL)

RESOLUTION NO. 24-297

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SENIOR LIVING AND HEALTH CARE RELATED FACILITIES; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a (collectively, the "Act"), the City is authorized to issue revenue bonds for such purposes and to issue revenue bonds for the purpose of refunding such bonds; and

WHEREAS, pursuant to the provisions of the Act, the City has heretofore issued multiple series of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of a senior living and health care facility and corporate office facility (collectively, the "Wichita Facilities") located within the corporate limits of the City for the benefit of Presbyterian Manors, Inc., a Kansas not for profit corporation (the "Corporation"); and

WHEREAS, the City has, pursuant to K.S.A. 12-2901 *et seq.,* as amended (the "Interlocal Cooperation Act"), previously entered into interlocal cooperation agreements with the cities of Arkansas City, Clay Center, Dodge City, Emporia, Ft. Scott, Lawrence, Newton, Parsons, Salina, and Topeka, Kansas (the "Participants") for the purpose of acting as issuer of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of senior living and health care facilities located within the city limits of the Participants (collectively, the "Participant Facilities"); and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-B, 2013 (collectively, the "Series 2013 Bonds"), the proceeds of which were used to: (a) acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities and certain of the Participant Facilities; and (b) refund certain of the City's then outstanding revenue bonds previously issued for the benefit of the Corporation; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2014 (the "Series 2014 Bonds"), which were issued to acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series I, 2018 (the "Series 2018 Bonds"), the proceeds of which were used to: (a) acquire existing senior living and health care facilities located in the City of Olathe, Kansas (the "Olathe Facility"); (b) refund and refinance revenue bonds issued by the City of Olathe, Kansas for the Olathe Facility; and (c) construct, improve, equip, reimburse or refinance the costs of improvements to the Olathe Facility, the Wichita Facilities and certain of the Participant Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series III, 2019 (the "Series 2019 Bonds"), the proceeds of which were used to: (a) refund a portion of the Series 2013 Bonds and Series 2014 Bonds; and (b) construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities, the Olathe Facility and certain of the Participant Facilities; and

WHEREAS, the Wichita Facilities, the Participant Facilities and the Olathe Facility (collectively, the "Facilities") are leased by the City to the Corporation; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to: (a) refund all or a portion of the Series 2013 Bonds and Series 2014 Bonds (collectively, the "Refunded Bonds"); and (b) to finance all or a portion of the acquisition, construction and equipping of improvements to the Facilities (collectively, the "Project").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project and the refinancing of the debt represented by the Refunded Bonds will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the Project and the refinancing of the Refunded Bonds and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $90,000,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Corporation's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Corporation and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Corporation and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Corporation and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Corporation or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Corporation will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Corporation; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Corporation may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Corporation that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Corporation for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Corporation's operation of the Facilities and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Corporation.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Corporation. After compliance with the provisions of the Letter of Intent by the Corporation has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Corporation for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; (b) cooperate with the Corporation in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (c) providing for timely notification to the Trustee for the Refunded Bonds to call such bonds for redemption on such permitted redemption date as the Corporation shall request in writing; (d) cooperate with the Corporation to maintain any *ad valorem* property tax exemption for the Facilities which is consistent with the Corporation's charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney; and (e) dissemination of this Resolution or other notices as may be required by the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2025, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 3, 2024.

(SEAL)

/s/ Lily Wu
Lily Wu, Mayor

ATTEST:

/s/ Jamie Buster
Jamie Buster, City Clerk

APPROVED AS TO FORM:

/s/ Jennifer Magaña
Jennifer Magaña, Director of Law and City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on September 3, 2024, as the same appears of record in my office.

DATED: September 3, 2024.

/s/ Jamie Buster
Jamie Buster, City Clerk

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(Signature Page to Resolution of Intent)

Title:	Financials and Permits
Agenda Date:	September 18, 2024
Presented By:	Trey Cocking, City Manager

Background:
This is a time for the City Manager to make comments and reports to the Public.

The following is general information for the month of August 2024 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	$ 569,303.74	$ 552,715.55	**Decrease of $16,588.19** for the month, and Overall decrease of 1.02% from year 2023.
YTD	**$ 4,312,253.54**	**$4,268,537.89**	

City Share from County Tax

	2023	2024	
	$ 317,808.00	$ 292,776.21	**Decrease of $25,031.79** for the month, and Overall decrease of 4.20% from year 2023.
YTD	**$ 2,281,084.83**	**$ 2,189,169.38**	

Building Permits issued from 8/1/2024 to 8/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	74
Total of valuations associated with those building permits:	$ 2,578,672.70
Total number of dollars collected for Building Permit Fees:	$ 15,067.00
Construct – Single-family dwellings (tiny home)	1
Demo – Single-family dwellings	0

Flint Hills Mall CID for August 2024	$ 23,038.31
YTD	**$ 164,989.50**
Pavilions CID for August 2024	$ 14,284.67
CID #2	**$** 14,284.67
YTD	**$ 247,040.28**
Fairview Hotel CID for July 2024	**$** 6,177.22
YTD	**$ 21,527.53**

DATE:	September 10, 2024
TO:	City Commissioners
FROM:	Janet Harrouff
SUBJECT:	Budget Comparison

The **General Fund** Income Statement for the eight-month period ended August 31, 2024, has been reviewed and the significant budget variations have been explained below.

<u>Revenue:</u>

Ad Valorem Tax: $70,560 lower than YTD budget

Sales Tax: $475,677 lower than YTD Budget.
City Sales Tax: $411,174 lower
County Wide Tax: $64,503 lower

Franchise tax: $269,514 lower than YTD Budget
Electric - $181,145 lower
Gas - $74,373 lower

Charges for Services: $273,391 higher than YTD Budget
Golf - $191,668 higher
Ambulance - $46,282 higher
Airport Fuel - $24,547 higher

Use of Property and Money: $467,856 higher than YTD Budget
Interest - $478,392 higher

<u>Expense</u>

Personnel Services: $127,878 lower than YTD budget

Maintenance & Repair: $139,199 lower than YTD budget
Building: $80,071 lower
Equipment: $38,472 lower
Software: $25,331 lower

Commodities: $97,353 lower than YTD budget

Office Supplies: $7,975 lower
Motor Fuel: $3,305 higher
Chemicals: 14,666 higher
Clothing: $17,724 lower
Ambulance supplies - $33,750 lower
Airport Fuel - $90,490 lower
Office Machines - $6,896 higher
Golf Pro Shop Merchandise - $40,098 higher

Other Contractual: $117,189 lower than YTD budget
Contractual Services: $70,257 lower
Professional Services: $29,323 lower
Laundry Services: $9,426 lower

Total revenues for the eight-month period ended August 31, 2024, were $256,570 over the YTD budget while expenses were $1,139,653 under the YTD Budget. Therefore, the General Fund experienced operating results of $1,396,223 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the eight-month period ended August 31, 2024. The significant budget variations have been explained below.

Revenue
Sale of Water: $621,064 over YTD budget.

Non-Operating Revenue: $2,618,728 was received from a State Loan draw down for water main projects.

Expense

Maintenance & Repair: $246,849 over YTD budget
Equipment - $162,384 higher
Pumping Equipment - $55,154 lower
Water Meters - $84,931 lower
Water Main - $96,021 higher
Streets - $87,860 higher
Buildings - $30,700 higher

Commodities: $478,907 over YTD budget
Motor Fuels - $9,482 higher
Chemicals - $441,045 higher
Office Machines - $8,415 higher
Motor Fuel - $9,482 higher

Other charges: $233,838 over YTD budget
Insurance - $36,656 higher
Industrial discount - $211,111 higher

Capital Outlay: $640,415 lower than YTD budget due to not purchasing items.

Total revenues for the eight-month period ended August 31, 2024, were $3,182,309 over the YTD budget while expenses were $3,352,031 over the YTD Budget. Therefore, the Water Fund experienced operating results of $169,722 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the eight-month period ended August 31, 2024. The significant budget variations have been explained below.

<u>Revenue:</u>
Sewer Charges: $196,374 higher than YTD budget

Non Operating revenue: $135,920 for a state loan draw down

<u>Expenses</u>

Commodities: $192,679 higher than YTD Budget
 Chemicals - $174,150 higher
 Office Machines - $8,415 higher
 Laboratory equipment - $18,750 higher

Capital Outlay: $283,126 lower than YTD budget due to not purchasing items yet.

Contractual Services: $128,354 higher than YTD Budget
 Contractual Services -$103,934 higher
 Lease Agreements - $34,314 higher

Total revenues for the eight-month period ended August 31, 2024, were $395,600 higher than the YTD budget while expenses were $157,973 higher than the YTD Budget. Therefore, the Wastewater Fund experienced operating results of $237,626 more favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the eight-month period ended August 31, 2024. The significant budget variations have been explained below.

<u>Revenue</u>
Collection fees: $19,832 lower than YTD budget

Resale of Recyclables: $57,351 higher than YTD budget

Rolloff: $262,775 lower than YTD budget

Landfill fees: $20,057 lower than YTD budget

<u>Expenses</u>

Maintenance & Repair: $108,529 lower than YTD budget

Vehicles: $80,941 lower
Building: $19,945 lower

Other Charges: $103,912 over YTD budget
Industrial Discount - $91,615 higher
Shop Labor - $36,184 higher

Capital Outlay $334,641 lower than YTD budget due to items not purchased yet.

Total revenues for the eight-month period ended August 31, 2024, were $158,233 lower than YTD budget while expenses were $545,888 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of $387,655 more favorable than the YTD Budget.

City of Emporia, Kansas

GENERAL FUND

as of August 31, 2024

GENERAL FUND

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	5,932,373	6,014,886	6,450,183	6,450,183	6,450,183
REVENUE					
Ad Valorem Property Tax	5,588,068	6,459,892	6,210,000	6,139,440	70,560
Sales Tax	9,765,670	10,400,095	6,933,384	6,457,707	475,677
Franchise Tax	2,838,191	3,215,568	2,143,704	1,874,190	269,514
Other Taxes	845,456	671,214	376,268	364,786	11,482
Intergovernmental Taxes	308,881	328,309	204,864	324,676	(119,812)
Licenses & Permits	270,454	277,250	165,320	219,394	(54,074)
Charges for Services	2,323,864	2,062,150	1,454,364	1,727,755	(273,391)
Fines & Fees	477,393	573,550	381,728	332,679	49,049
Use of Property and Money	532,715	288,196	197,984	665,840	(467,856)
Reimbursements	272,396	145,220	96,760	131,969	(35,209)
Misc. Rev. - Administrative Transfers	2,678,060	2,912,335	1,941,520	2,074,390	(132,870)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	0	200	128	140	(12)
Nonoperating Revenues	2,144,431	0		49,629	(49,629)
TOTAL RECEIPTS	28,045,579	27,333,979	20,106,024	20,362,594	(256,570)
EXPENDITURES					
Personnel Services	15,778,882	17,040,652	11,383,712	11,511,590	(127,878)
Vacancy Rate		0			0
Maintenance & Repair	898,456	1,204,988	809,812	670,613	139,199
Commodities	1,595,973	1,901,120	1,249,756	1,152,403	97,353
Other Charges	619,960	816,893	376,661	273,460	103,201
Capital Outlay	191,016	398,476	391,803	109,255	282,548
Debt Reduction		0			0
Stock	364	0	0	0	0
Transfer to Industrial Development Sales Tax	926,188	925,000	616,667	616,667	0
Transfer to Multi Year Fund	3,349,517	3,380,515	2,253,677	2,189,169	64,507
Transfer to Project accounts	2,128,068	40,000	40,000	40,000	0
Transfer to Equipment Reserve	391,957	379,800	379,800	0	379,800
Utilities	545,264	594,950	396,528	373,176	23,352
Communications	113,473	134,750	89,648	69,989	19,659
Training and Travel	195,289	210,200	140,080	117,835	22,245
Jail Expenses	73,250	87,500	58,328	39,850	18,478
Other Contractual	886,115	5,350,145	693,384	576,195	117,189
Excess Carryover		0	0		0
Outstanding PO's	55,304				
TOTAL EXPENDITURES	27,749,075	32,464,989	18,879,856	17,740,203	1,139,653
Revenue less expenses	296,504	(5,131,010)	1,226,168	2,622,391	1,396,223
Cash Basis Adjustments/Non-appropriated Balance	221,306	0	0	(142,074)	
Ending Cash Balance	**6,450,183**	**883,876**	**7,676,351**	**8,930,500**	
Base for Reserve calculation	20,762,330	27,341,198	15,197,909	14,785,111	
15% Reserve	3,114,349	4,101,180	2,279,686	2,217,767	
Amount over 15% Reserve	3,335,833	(3,217,304)	5,396,665	6,712,733	

General Fund
Capital Items

	Budget Amount	Purchase Price	
Airport	$60,000		Replace MITL System (FAA 90%)
Airport	$75,000		Replace Mogas Fuel tank and 24 hour fuel pumps
Administration	$30,000	30,000	Communication Equipment
EMS	$41,800		Monitor/Defibrillator
EMS	$60,000		Power Load Cot System
EMS	$21,675		Patient Simulator Training Device
Fire	$13,000		Hose Rollers
Fire	$22,000		Drone and Accessories
Golf	$20,000		Master Plan for the Golf Course
Park	$55,000		Drag box tractor & box Replace #623-1 (1984) 1455 hours
	$398,475.00	$30,000.00	

Multi Year Fund

June 30, 2024

			Purchase Order	Expenses	2024 Actual	2024 Budget/estimated
	Beginning unencumbered balance				2,995,997.41	3,060,010.61
REVENUE						
		Sales Tax Proceeds from General Fund			2,189,169.38	3,380,515.00
		Interest			137,758.44	80,000.00
		State Reimbursement			0.00	-
		Outstanding PO's			470,697.56	
		Accounts Receivable			2,200.00	
Total Revenue					2,799,825.38	3,460,515.00
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		0.00	-	468,000.00
SK2302	102-0101-400.0505	ADA Sidewalks	0.00	0.00	-	17,578.46
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room			-	100,000.00
	102-0101-400.0265	Miscellenous storm water repairs		100,000.00	100,000.00	100,000.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	0.00	0.00	-	14,388.05
	102-0201-400.0502	Firing Range House Split with county			-	30,000.00
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	0.00	0.00	-	12,000.00
	102 0601 400 0257	2022 Hazardous Sidewalk	38,646.50	66,333.80	104,980.30	100,000.00
	102-0601-400.0801	Close out paving projects		0.00	-	0.00
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	0.00	453,295.20	453,295.20	754,934.60
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic Arts to Hatcher			-	55,000.00
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton			-	25,000.00
SK2201	102-0601-400.1516	Sidewalk 12th & Burlingame & 24th Prairie to Lincoln	0.00	10,628.79	10,628.79	145,241.61
SK2301	102-0601-400.1516	Sidewalk 24th Ave Graphic Arts to Westridge Dr		3,594.27	3,594.27	100,000.00
	102-0601-400.1516	Sidewalk 9th ave from Fairgrounds to Elm			-	100,000.00
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	0.00	0.00	-	125,000.00
	102-0601-400.1516	Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)		0.00	-	100,000.00
PV2401	102-0601-400.1516	CCLIP K99 KS Ave to 3rd & 12th to I35	791,070.22	12,705.99	803,776.21	300,000.00
PV2402	102-0601-400.1516	2023 Street Rehab	1,015,241.14	573,425.98	1,588,667.12	1,000,000.00
PV2305	102-0601-400.1516	CCLIP US 50 Graphic Arts to Prairie Street	0.00	366,900.29	366,900.29	300,000.00
	102-0601-400.1516	Misc Street Repairs		100,000.00	100,000.00	100,000.00
TS2302	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 25	0.00	25,476.06	25,476.06	80,000.00
	102-0601-400.0505	Street Preservation	230,881.40	0.00	230,881.40	200,000.00
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	0.00	0.00	-	3,518.00
	102-0806-400.0502	Hoof Stock Sheds			-	50,000.00
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs			-	54,000.00
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo	18,803.60	0.00	18,803.60	26,000.00
ZO2401	102-0806-400.0505	Eagle pond renovation	0.00	112,549.10	112,549.10	120,000.00
	102-0806-400.0505	Bird enclosure sheds, enclosures & ventilation USDA			-	145,000.00
	102-0806-400.0505	King Vulture Remodel USDA			-	195,000.00
	102-0806-400.0505	Fencing in Zoo replaced/repaired			-	88,900.00
	102-0901-400.0502	ADA Improvements			-	100,000.00
	102-0901-400.0502	HVAC updates			-	45,000.00
	102-0901-400.0502	618 Mechanic Roof			-	60,000.00
	102-0901-400.0502	Civic Roof area A,B & D Metal Roof Coating			-	105,000.00
	102-0901-400.0502	Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)			-	81,000.00
CV2206	102-0901-400.0502	Replace Steam Lines & update HVAC	0.00	0.00	-	25,000.00
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways			-	50,000.00
	102-0901-400.0502	Sewer Lift Station - Police dept basement			-	110,000.00
	102-0901-400.0502	2022 Replace Steam Lines	0.00	0.00	-	85,000.00
	102-0901-400.0502	2nd floor restoom ceiling repairs			-	30,000.00
CV2302	102-0901-400.0502	Police department Lobby Remodel ADA	349,103.00	16,910.00	366,013.00	400,000.00
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222			-	25,000.00
	102-0901-400.0502	Replace Windows in Auditorium			-	25,000.00
CV2202	102-0901-400.0502	Elevator Controls	53,050.00	30,987.95	84,037.95	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches			-	60,000.00
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers	0.00	11,992.50	11,992.50	12,067.50
	102-0902-400.0502	Remodel Library Public Bathrooms	0.00	0.00	-	150,000.00
	102-0902-400.0502	HVAC updates			-	30,000.00
EXPENDITURES			2,496,795.86	1,884,799.93	4,381,595.79	6,424,578.22
	Ending Unencumbered Cash balance				1,414,227.00	31,934.19
		2024 budgeted projects			1,414,227.00	
					-	

City of Emporia, Kansas

Insurance Reserve

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$500,000	$0	$663,358	$663,358	$0
REVENUE					
Transfer from General	$0	$0	$0	$0	$0
Transfer from Int Improvem	$131,012			$0	$0
Insurance payment	$10,850			$0	$0
Interest	$21,496	$0		$24,592	($24,592)
TOTAL RECEIPTS	$163,358	$0	$0	$24,592	($24,592)
EXPENDITURES					
Maintenance & Repair		$0			$0
Misc Projects		$0			
TOTAL EXPENDITURES	$0	$0	$0	$0	$0
Ending Cash Balance	**$663,358**	**$0**	**$663,358**	**$687,950**	**($24,592)**

City of Emporia, Kansas

Vacant Property Program

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$200,000	$0	$90,362	$90,362	$0
REVENUE					
Transfer from ARPA funds	$0	$0	$0	$0	$0
Interest	$6,026	$0		$1,836	($1,836)
TOTAL RECEIPTS	$6,026	$0	$0	$1,836	($1,836)
EXPENDITURES					
Maintenance & Repair	$359	$0		$0	$0
Other Contractual Services	$115,305	$0		$54,076	
TOTAL EXPENDITURES	$115,664	$0	$0	$54,076	$0
Ending Cash Balance	**$90,362**	**$0**	**$90,362**	**$38,123**	**($1,836)**

City of Emporia, Kansas

Library Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$0	$0	$1	$1	$0
REVENUE					
Ad Valorem Property Tax	$969,414	$1,100,165	$1,060,000	$1,048,565	$11,435
Back Tax Collection	$27,910	$15,000	$15,000	$10,373	$4,627
Motor Vehicle Tax	$101,488	$96,398	$44,000	$52,940	($8,940)
Recreational Vehicle Tax	$1,119	$1,180	$375	$456	($81)
AdValorem Tax Reduction	($10,541)	($11,000)	($11,000)	($12,492)	$1,492
General Fund Contribution		$0			$0
TOTAL RECEIPTS	$1,089,390	$1,201,743	$1,108,375	$1,099,842	$8,533
EXPENDITURES					
Insurance Refund		$0			$0
Misc Projects		$0			
Appropriation	$1,089,389	$1,201,743	$1,115,300	$1,099,843	$15,457
TOTAL EXPENDITURES	$1,089,389	$1,201,743	$1,115,300	$1,099,843	$15,457
Ending Cash Balance	**$1**	**$0**	**($6,924)**	**$0**	**($6,924)**

City of Emporia, Kansas

Transient Guest Tax

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$810,801	$598,301	$999,063	$999,063	$0
REVENUE					
Transient Guest Tax	$851,750	$800,000	$700,000	$669,697	$30,303
Interest on Investment	$31,630	$10,000	$6,664	$20,649	($13,985)
Fence rental	$9,194	$6,000	$5,000	$2,369	$2,631
Miscellaneous	$0			$14,432	($14,432)
Repayment of extra funds - Chamber				$0	$0
Accounts Receviable - fence rental	$279			($631)	$631
TOTAL RECEIPTS	$892,853	$816,000	$711,664	$706,516	$5,148
EXPENDITURES					
CVB Appropriation	$385,000	$462,000	$462,000	$462,000	$0
Trusler Sports Complex		$0			$0
City cost associated with events	$40,000	$40,000	$0	$0	$0
Civic Auditorium improvements	$50,000	$50,000	$50,000	$50,000	$0
Red Rock's Appropriation	$7,500	$7,500	$7,500	$7,500	$0
ESU Welch Stadium		$200,000	$200,000	$400,000	($200,000)
Disc Golf Course Maintenance & Employee		$100,000	$100,000	$49,629	$50,371
Emporia Main Street	$100,000	$95,000	$95,000	$95,000	$0
Emporia Arts Council Support	$10,000	$30,000	$30,000	$30,000	$0
Emporia Granda	$30,000	$30,000	$30,000	$30,000	$0
Symphony in the Flint Hills		$0			$0
Unbound Bike Event	$15,000	$15,000	$15,000	$15,000	$0
DDO	$25,000	$20,000	$20,000	$20,000	$0
Junior World Event		$0			$0
PDGA Professional Disc Golf World	$0	$20,000	$20,000	$20,000	$0
Municipal Band Appropriation		$0			$0
ESU Foundation - Welch Staidum Imp		$0			$0
Free for Kansas - Music event	$20,000	$20,000	$20,000	$20,000	$0
Dynamic Discs - Jones course improvemen	$0			$17,900	($17,900)
Hammond Park Crossings	$21,528			$0	$0
Miscellaneous	$563	$0		$2,656	($2,656)
Special Projects		$324,801	$0		$0
Outstanding PO's	$0			$0	
TOTAL EXPENDITURES	$704,591	$1,414,301	$1,049,500	$1,219,685	($170,185)
Ending Cash Balance	**$999,063**	**$0**	**$661,227**	**$485,894**	**$175,333**

Transient Guest Tax Receipts	2020	2021	2022	2023	2024
1ST QUARTER-JANUARY	$193,559.51	$105,764.76	$184,682.75	$217,964.96	$208,253.00
2ND QUARTER-APRIL	$132,542.30	$135,567.13	$143,987.80	$170,824.51	$163,048.74
3RD QUARTER-JULY	$80,649.41	$192,642.58	$223,905.58	$232,566.63	$298,395.94
4TH QUARTER-OCTOBER	$151,949.08	$200,102.99	$219,288.14	$230,393.63	
TOTAL	$558,700.30	$634,077.46	$771,864.27	$851,749.73	$669,697.68

City of Emporia, Kansas

Industrial Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	21,252	21,880	23,447	23,447	0
REVENUE					
Ad Valorem Property Tax	1,148	1,000	1,000	1,023	(23)
Back Tax Collections	34	21	21	12	9
Motor Vehicle Tax	123	99	53	61	(8)
Ad Valorem Tax Reduction	(13)	(16)	(16)	(12)	(4)
Interest on Investment	903	600	400	898	(498)
Miscellaneous					
TOTAL RECEIPTS	2,195	1,704	1,458	1,982	(524)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	588		588
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Func	0	0			0
TOTAL EXPENDITURES	0	1,185	588	0	588
Ending Cash Balance	**23,447**	**22,399**	**24,317**	**25,429**	**(1,112)**

City of Emporia, Kansas

Economic Sales Tax

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$1,423,879	$1,547,875	$1,319,820	$1,319,820	$0
Revenue:					
Sales Tax Receipts	$925,000	$925,000	$616,667	$616,667	$0
Interest Income	$49,295	$20,000	$13,328	$24,471	($11,143)
Money for Land Purchases	$0	$0		$195,156	($195,156)
Bond Proceeds	$0	$0	$0	$0	$0
Return unsed money WM	$1,188	$0		$0	$0
RDA returned money					
Total Revenue	$975,483	$945,000	$629,995	$836,294	($206,299)
Expense:					
Appropriation to the RDA	$350,000	$400,000	$380,000	$354,764	$25,236
Emporia Enterprises	$35,000	$35,000	$35,000	$35,000	$0
Main Street	$0	$45,000	$45,000	$45,000	$0
Land Purchase for Industr	$0	$0	$0	$0	$0
Land Purchase	$0	$0	$0	$0	$0
Simmons Discount	$189,579	$0		$0	$0
Land Purchase Bond Pmt	$85,963	$86,000	$86,000	$85,963	$37
Transfer to B&I water pro	$350,000	$350,000	$350,000	$350,000	$0
Soden Rd water main ext	$60,000	$0	$0		$0
Water Valves	$9,000				$0
Dynamic Brewing Company				$500,000	($500,000)
Special Projects	$0	$0	$0	$17,998	($17,998)
Total Expenses	$1,079,542	$916,000	$896,000	$1,388,724	($492,724)
Ending Cash Balance	**$1,319,820**	**$1,576,875**	**$1,053,815**	**$767,389**	**$286,426**

City of Emporia, Kansas

Special Alcohol Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	103,198	107,998	120,433	120,433	0
REVENUE					
Private Club Liquor Tax	110,168	104,660	52,330	53,294	(964)
Interest on Investment	4,267	500	328	4,220	(3,892)
TOTAL RECEIPTS	114,435	105,160	52,658	**57,514**	(4,856)
EXPENDITURES					
Appropriations	97,200	112,200	56,100	59,700	(3,600)
Special Projects		0	0		0
TOTAL EXPENDITURES	97,200	112,200	56,100	59,700	(3,600)
Ending Cash Balance	**120,433**	**100,958**	**116,991**	**118,247**	**(1,256)**

Appropriations	Receive in 2020	Receive in 2021	Receive in 2022	Receive in 202	Receive in 2024
Cross Winds	$20,000.00	$15,000.00	$15,000.00	$15,000.00	$20,000.00
Corner House	$65,000.00	$48,750.00	$65,000.00	$75,000.00	$85,000.00
Emporia State University	$9,000.00	$6,750.00	$6,750.00	$7,200.00	$7,200.00
Emporia State University	$0.00	$0.00			
USD #253					
Total	$94,000.00	$70,500.00	$86,750.00	$97,200.00	$112,200.00

Receipts	2020	2021	2022	2023	2024
1ST QUARTER - MARCH	$22,675.47	$17,214.78	$23,976.09	$25,545.76	$26,804.33
2ND QUARTER - JUNE	$21,611.91	$18,634.04	$22,129.19	$26,129.12	$26,489.58
3RD QUARTER - SEPTEM	$7,881.01	$25,844.73	$28,544.72	$31,037.27	$0.00
4TH QUARTER - DECEMI	$14,069.40	$24,664.21	$25,393.46	$27,455.87	$0.00
TOTAL	$66,237.79	$86,357.76	$100,043.46	$110,168.02	$53,293.91

City of Emporia, Kansas

Special Park Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$83,362	$75,362	$115,908	$115,908	$0
REVENUE					
Private Club Liquor Tax	$110,168	$104,660	$52,330	$53,294	($964)
Donations& Grants		$0	$0	$0	$0
Lake Kahola Proceeds		$0			$0
Trf of funds from project account	$0	$0		$0	$0
Interest on Investment	$5,237	$2,000	$1,328	$5,359	($4,031)
TOTAL RECEIPTS	$115,405	$106,660	$53,658	$58,653	($4,995)
EXPENDITURES					
Capital Outlay	$67,859	$95,000	$95,000	$0	$95,000
Municipal Band Allocation	$15,000	$15,000	$15,000	$15,000	$0
Miscellaneous					$0
Commodities	$0	$0		$0	$0
Contractual Services	$0	$0		$0	$0
Other Charges					$0
Transfer to Project Account	$0			$0	$0
Outstanding PO's	$0			$0	
Special Projects	$0	$0	$0		$0
TOTAL EXPENDITURES	$82,859	$110,000	$110,000	$15,000	$95,000
Ending Cash Balance	**$115,908**	**$72,022**	**$59,566**	**$159,561**	**($99,995)**

Receipts	2020	2021	2022	2023	2024
1ST QUARTER - MARCH	$22,675.47	$17,214.77	$23,976.10	$25,545.75	$26,804.32
2ND QUARTER - JUNE	$22,611.90	$18,634.04	$22,129.19	$26,129.11	$26,489.57
3RD QUARTER - SEPTEMBER	$7,881.00	$25,844.73	$28,544.72	$31,037.26	$0.00
4TH QUARTER - DECEMBER	$14,069.39	$24,664.03	$25,393.46	$27,455.86	$0.00
TOTAL	$67,237.76	$86,357.57	$100,043.47	$110,167.98	$53,293.89

Capital Items	Budget Amount	Purchase Price	
Golf Course	$43,000.00		Tees & Banks Reel Mower (200:
Golf Course	52,500.00		Tees & Banks Reel Mower (2004)
	95,500.00		

City of Emporia, Kansas

Special Street Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	289,140	270,715	179,135	179,135	
REVENUE					
Gasoline Tax	648,358	741,360	556,020	486,290	69,730
Special City-County Tax	79,800	77,677	38,838	40,283	(1,445)
Damages	28,423	5,000	3,328	13,178	(9,850)
Interest on Investment	11,772	5,000	3,328	10,653	(7,325)
Transfer of Funds	111,664	100,000	100,000	100,000	0
Sale of Salvage	0			0	0
Miscellaneous	228	0		125	(125)
TOTAL RECEIPTS	880,245	929,037	701,514	650,528	50,986
EXPENDITURES					
Personnel Services	684,955	676,759	443,832	422,185	21,647
Vacancy		(12,988)			0
Maintenance & Repair	137,928	151,792	101,152	8,519	92,633
Commodities	108,252	145,450	96,928	72,057	24,872
Other Charges	(19,694)	46,590	36,662	15,585	21,077
Capital Outlay	0	0		0	0
Transfer of Funds	5,000	88,000	88,000	0	88,000
Utilities	22,712	31,450	20,952	8,279	12,673
Communications	1,695	2,700	1,784	1,370	414
Training & Travel	13,778	10,000	6,664	4,869	1,795
Contractual Services	39,963	45,800	30,520	18,251	12,269
Special Projects	0	0	0	0	0
Audit Adjustments	(4,339)			47,770	(47,770)
Outstanding PO's	0			0	0
TOTAL EXPENDITURES	990,250	1,185,553	826,494	598,884	227,610
Net Change in Cash	(110,005)	(256,516)	(124,980)	51,644	
Ending Cash Balance	**179,135**	**14,199**	**54,155**	**230,779**	

Receipts	2020	2021	2022	2023	2024
1st Quarter - Jan Payment	$173,837.48	$161,594.64	$167,557.74	$167,412.68	$159,680.00
2nd Quarter - April Payment	$163,486.85	$149,245.64	$157,106.42	$149,529.56	$151,744.49
Extra Payment- June		$54,671.53			
3rd Quarter - July Payment	$140,178.69	$172,643.49	$166,060.14	$166,505.96	$174,865.61
4th Quarter - Oct Payment	$164,712.37	$174,419.30	$165,112.70	$164,909.80	
Total	$642,215.39	$712,574.60	$655,837.00	$648,358.00	$486,290.10

Capital Item	**Budget Amount**	**Purchase Price**

City of Emporia, Kansas

Drug Forfeiture Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$83,820	$85,821	$35,885	$35,885	
REVENUE					
Receipts from Drug Forfeitures	$4,970	$5,000	$3,328	$25,123	(21,795)
Interest on Investment	$2,591	$2,000	$1,328	$1,687	(359)
Miscellaneous					
TOTAL RECEIPTS	$7,561	$7,000	$4,656	$26,810	(22,154)
EXPENDITURES					
Commodities	$3,921	$5,000	$3,328	$11,268	(7,940)
Capital Outlay		$0		$10,380	(10,380)
Communications	$101	$0		$330	(330)
Other Charges	$51,324		$0	$0	-
Transfer of funds					
Other Contractual	$150	$0		$0	-
Travel & Training					-
Maintenance & Repair	$0	$0	$0	$0	-
Outstanding PO's	$0			$0	
Special Projects		$0	$0		
TOTAL EXPENDITURES	$55,496	$5,000	$3,328	$21,978	(18,650)
Ending Cash Balance	**$35,885**	**$87,821**	**$37,213**	**$40,716**	

City of Emporia, Kansas

Storm Water

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$259,179	$0	$243,446	$243,446	
REVENUE					
Transfer from Multi Year	$100,000	$0	$0	$100,000	(100,000)
Interest on Investment	$10,491	$0	$0	$10,876	(10,876)
Miscellaneous					
TOTAL RECEIPTS	$110,491	$0	$0	$110,876	(110,876)
EXPENDITURES					
Commodities	$0	$0	$0	$0	-
Capital Outlay	$234	$0		$2,359	(2,359)
Communications	$0	$0		$702	(702)
Other Charges	$256			$0	-
Transfer of funds	$125,734			$0	-
Other Contractual		$0		$37,388	(37,388)
Travel & Training					-
Maintenance & Repair	$0	$0	$0	$141,127	(141,127)
Outstanding PO's	$0			$0	
Special Projects		$0	$0		
TOTAL EXPENDITURES	$126,224	$0	$0	$181,575	(181,575)
Ending Cash Balance	**$243,446**	**$0**	**$243,446**	**$172,747**	

City of Emporia, Kansas

Land Bank

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$59,845	$0	$0	$127,414	
REVENUE					
Transfer from Multi Year	$50,000	$0	$0	$0	-
Interest on Investment	$4,009	$0	$0	$4,715	(4,715)
Sale of Property	$13,571			$0	
TOTAL RECEIPTS	$67,580	$0	$0	$4,715	(4,715)
EXPENDITURES					
Commodities	$0	$0	$0	$0	-
Capital Outlay		$0			-
Communications	$0	$0		$0	-
Other Charges	$0	$0	$0	$362	(362)
Purchase of Property	$0	$0	$0		
Communications	$11	$0	$0	$0	-
Other Contractual Services		$0	$0		-
Maintenance & Repair	$0	$0	$0	$0	-
Outstanding PO's	$0			$0	
Special Projects		$0	$0		
TOTAL EXPENDITURES	$11	$0	$0	$362	(362)
Ending Cash Balance	**$127,414**	**$0**	**$0**	**$131,766**	

City of Emporia, Kansas

Bond & Interest Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$1,986,995	$2,253,014	$2,358,480	$2,358,480	$0
REVENUE					
Ad Valorem Property Tax	$1,954,979	$2,090,214	$2,040,000	$1,992,588	47,412
Back Tax Collection	$56,415	$40,000	$40,000	$20,697	19,303
Special Assessments	$68,913	$35,300	$35,302	$67,861	(32,559)
Motor Vehicle Tax	$190,994	$195,337	$96,000	$105,691	(9,691)
Ad Valorem Tax Reduction	-$21,102	-$22,000	-$22,000	-$23,734	1,734
Interest on Investment	$112,690	$90,000	$60,000	$136,649	(76,649)
Recreation Center - Pool renovation		$0			0
Recreation Center - Office/Locker Remodel		$0			0
Recreation Center - Ball Diamond Improvem	$46,350	$0	$0	$0	0
Recreation Center - Fitness Room	$51,200	$51,360	$1,680	$1,680	0
Industrial Land Payment - Ind Sales Tax	$85,963	$0		$85,963	(85,963)
Sale of Bonds	$0	$0	$0	$0	0
Gas Line Payment - Ind Sales Tax		$0			0
Hanger Payment - General Fund		$0			0
Miscellaneous	$0	$0		$0	0
Transfer of Funds from Project Accounts	$0	$0	$0	$0	0
TOTAL RECEIPTS	$2,546,402	$2,480,211	$2,250,982	$2,387,396	-$136,414
EXPENDITURES					
Principal	$1,895,000	$875,000	$875,000	$875,000	0
Interest Coupons	$279,917	$227,850	$227,850	$227,850	0
Transfer of funds	$0			$0	
Misc projects		$0	$0		
TOTAL EXPENDITURES	$2,174,917	$1,102,850	$1,102,850	$1,102,850	0
Ending Cash Balance	**$2,358,480**	**$3,630,375**	**$3,506,612**	**$3,643,026**	

City of Emporia, Kansas

Equipment Reserve Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	$335,168	$0	$579,091	$579,091	
REVENUE					
Transfer from other funds	$1,105,126			$0	-
Interest on Investment	$43,339			$20,319	(20,319)
Sale of Vehicles	$113,130			$101,915	
TOTAL RECEIPTS	$1,261,595	$0	$0	$122,234	(20,319)
EXPENDITURES					
Leasing Payment	$663,233			$327,203	(327,203)
Outstanding PO's	$354,439			$0	
Special Projects					
TOTAL EXPENDITURES	$1,017,672	$0	$0	$327,203	(327,203)
Ending Cash Balance	**$579,091**	**$0**	**$579,091**	**$374,122**	

City of Emporia, Kansas

Water Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,452,274	2,406,983	1,676,012	830,592	0
REVENUE					
Sale of Water	7,718,770	8,029,720	5,353,144	5,974,208	(621,064)
Service Charge	94,666	100,000	66,664	55,881	10,783
Penalties	89,725	95,000	63,328	63,722	(394)
Sale of Salvage		0		0	0
Reimbursed Expense	28,518	20,000	13,824	56,876	(43,052)
Interest on Investment	102,130	65,000	43,328	44,020	(692)
Sale of Bonds	3,337,786	0	0	0	0
Trf from Industrial Fund	350,000	436,000	436,000	350,000	86,000
Trf from Project fund	0	0	0	0	0
Non Operating Revenue	0	0		2,618,728	(2,618,728)
Miscellaneous	6,912	2,100	664	(4,175)	4,839
TOTAL RECEIPTS	11,728,507	8,747,820	5,976,952	9,159,261	(3,182,309)
EXPENDITURES					
Personnel Services	1,174,831	1,446,961	947,898	900,194	47,704
Vacancy		(27,810)	0		0
Maintenance & Repair	2,237,571	1,043,050	700,976	947,825	(246,849)
Commodities	1,757,586	1,426,850	951,160	1,430,067	(478,907)
Other Charges	375,064	247,390	171,222	405,060	(233,838)
Capital Outlay	0	995,000	995,000	354,585	640,415
Debt Payment	1,733,972	1,653,139	1,451,901	1,924,917	(473,016)
Stock	32,154	5,000	3,328	2,116	1,212
Transfer to Project Account	3,444,286	25,000	25,000	2,618,728	(2,593,728)
Utilities	664,956	594,600	396,376	422,492	(26,116)
Communications	28,074	44,900	29,904	15,845	14,059
Travel & Training	25,027	15,200	10,120	14,188	(4,068)
Contractual Services	789,492	1,292,000	1,006,632	1,003,835	2,797
Administrative Fee 16%	1,086,178	1,315,955	877,304	975,010	(97,706)
Excess Carryover		0	0		0
Change in Liabilities	998	0		(96,010)	96,010
Outstanding PO's	0				
TOTAL EXPENDITURES	13,350,189	10,077,235	7,566,821	10,918,852	(3,352,031)
NET CHANGE IN CASH	(1,621,682)	(1,329,415)	(1,589,869)	(1,759,591)	169,722
ENDING CASH BALANCE	**830,592**	**1,077,568**	**86,143**	**(928,999)**	
Principal Bond Payments	(1,415,000)	(1,415,000)	(1,415,000)	(1,415,000)	
Depreciation	1,456,758	1,550,000	1,033,328	839,314	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,838,030)	(860,000)	(381,672)	(575,686)	
Base for reserve calculation	9,905,903	9,082,235	6,546,821	7,945,539	
20% reserve amount	1,981,181	1,816,447	1,309,364	1,589,108	
Amount over 20% reserve	(1,150,589)	(738,879)	(1,223,221)	(2,518,106)	

City of Emporia, Kansas

Wastewater Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,087,628	1,338,621	1,029,532	1,029,532	
REVENUE					
Sales/Charges	6,169,657	6,126,631	4,084,416	4,280,790	(196,374)
Extra Strength Surcharge	171,000	127,500	84,992	128,537	(43,545)
Interest on Investment	80,398	40,000	26,664	44,011	(17,347)
New System taps	4,600	1,000	664	1,600	827
Loss on sales of assets	0			0	
Grant money	1,225,409	0	0	0	0
Sale of Bonds	6,533,733	0	0	0	0
Non Operating Revenue	562,302		0	135,920	(135,920)
Miscellaneous	15,315	1,000	664	3,905	(3,241)
TOTAL RECEIPTS	14,762,414	6,296,131	4,197,400	4,594,762	(395,600)
EXPENDITURES					
Personnel Services	1,287,455	1,310,671	858,430	910,888	(52,458)
Vacancy	0	(23,100)		0	0
Maintenance & Repair	624,540	489,100	335,376	325,529	9,847
Commodities	427,896	374,750	249,784	442,463	(192,679)
Other Charges	291,139	187,785	146,513	129,554	16,959
Capital Outlay	604,993	405,000	405,000	121,874	283,126
Debt Payment	2,843,772	2,800,484	2,800,484	2,998,354	(197,870)
Transfer to Project fund	8,320,208	79,100	79,100	135,920	(56,820)
Utilities	570,015	599,500	399,648	475,034	(75,386)
Communications	21,816	29,600	19,696	13,818	5,878
Travel & Training	15,084	11,500	7,648	5,513	2,135
Contractual Services	215,926	239,550	163,336	291,690	(128,354)
Administrative Fee flat	610,000	610,000	406,664	406,667	(3)
Excess Carryover		0	0		0
Change in Liabilities	(12,334)	0		(227,652)	227,652
Outstanding PO's	0				
TOTAL EXPENDITURES	15,820,510	7,113,940	5,871,679	6,029,652	(157,973)
NET CHANGE IN CASH	(1,058,096)	(817,809)	(1,674,279)	(1,434,890)	(237,626)
ENDING CASH BALANCE	**1,029,532**	**520,812**	**(644,747)**	**(405,358)**	

Depreciation	2,096,619	2,125,205	1,416,792	1,294,240
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,211,279)	(2,211,279)
Capitalized Assets	(3,169,496)	(405,000)	0	0
Change in Liabilities		0		
ADJUSTMENTS	(3,358,607)	(491,074)	(794,487)	(917,039)
Base for reserve calculation	6,895,309	6,708,940	5,387,579	5,771,858
20% Cash Reserve amount	1,379,062	1,341,788	1,077,516	1,154,372
Amount over 20% Cash Reserve	(349,530)	(820,976)	(1,722,263)	(1,559,730)

City of Emporia, Kansas

Solid Waste Fund

as of August 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan -Aug Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,549,209	2,658,924	3,388,241	3,388,241	
REVENUE					
Refuse Collection Fees	3,004,195	3,050,000	2,033,328	2,013,496	19,832
Loss on Sale of Assets		0		0	0
Interest on Investments	150,996	70,000	46,664	127,352	(80,688)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	84,117	60,000	40,000	97,351	(57,351)
Box Container Fees	1,868,989	2,270,000	1,513,328	1,250,553	262,775
Landfill Fees	611,254	608,000	405,328	385,271	20,057
Transfers	19,428	0		0	0
Miscellaneous	5,664	4,800	287	6,678	(6,391)
TOTAL RECEIPTS	5,744,643	6,062,800	4,038,935	3,880,702	158,233
EXPENDITURES					
Personnel Services	2,268,626	2,450,264	1,606,096	1,573,262	32,834
Vacancy		(47,329)			0
Maintenance & Repair	372,042	390,500	266,468	157,939	108,529
Commodities	408,039	428,000	286,756	287,459	(703)
Other Charges	278,567	220,735	145,259	249,171	(103,912)
Capital Outlay	3,970	655,000	655,000	320,359	334,641
Transfer to Equipment Reserve	25,000	86,000	86,000	0	86,000
Utilities	60,758	72,000	47,976	33,062	14,914
Communications	37,201	49,900	33,224	22,531	10,693
Transfer to project	0	0			0
Travel & Training	10,752	8,750	5,816	4,470	1,346
Contractual Services	1,679,951	1,855,500	1,246,200	1,202,038	44,162
Administrative Fee 16%	877,017	948,480	632,320	583,910	48,410
Excess Carryover		0	0	0	0
Change in Liabilities	(116,312)	0		31,025	(31,025)
Outstanding PO's	0				
TOTAL EXPENDITURES	5,905,611	7,117,800	5,011,115	4,465,227	545,888
NET CHANGE IN CASH	(160,968)	(1,055,000)	(972,180)	(584,525)	(387,655)
ENDING CASH BALANCE	**3,388,241**	**1,603,924**	**2,416,061**	**2,803,716**	
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	296,656	232,003	
Capitalized Assets	(459,572)	(655,000)	0	(354,439)	
Change in Liabilities		0			
ADJUSTMENTS	(65,274)	(200,000)	296,656	(122,436)	
Base for reserve calculation	5,901,641	6,462,800	4,356,115	4,144,868	
20% cash reserve amount	1,180,328	1,292,560	871,223	828,974	
Amount over 20% Cash Reserv	2,207,913	311,364	1,544,838	1,974,742	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of August 31, 2024
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						16,815,880	17,516,758	
COMMISSION/MANAGER/CLERK	5,589,888.00	1,090,877.02	4,499,011	20%	19.90%	3,346,751	3,486,242	2,395,365
FINANCE/HUMAN RESOURCES	506,098.00	293,084.56	213,013	58%	1.80%	303,009	315,638	22,553
INFORMATION SYSTEMS	422,110.00	269,531.50	152,579	64%	1.50%	252,724	263,257	(6,274)
POLICE PROTECTION	5,635,137.00	3,584,601.06	2,050,536	64%	20.06%	3,373,842	3,514,462	(70,139)
ANIMAL CONTROL	234,004.00	164,135.48	69,869	70%	0.83%	140,102	145,941	(18,194)
FIRE PROTECTION	3,358,848.00	2,104,469.08	1,254,379	63%	11.96%	2,010,993	2,094,811	(9,659)
AMBULANCE SERVICE	3,985,714.00	2,218,114.17	1,767,600	56%	14.19%	2,386,308	2,485,768	267,653
CODE SERVICES	975,690.00	592,091.37	383,599	61%	3.47%	584,160	608,508	16,417
COURT SERVICES	625,123.00	399,591.32	225,532	64%	2.23%	374,271	389,870	(9,721)
ENGINEERING	736,918.00	384,252.00	352,666	52%	2.62%	441,204	459,593	75,341
SNOW REMOVAL	73,000.00	21,386.57	51,613	29%	0.26%	43,706	45,528	24,141
GOLF COURSE MAINTENANCE	591,964.00	390,663.74	201,300	66%	2.11%	354,418	369,190	(21,474)
GOLF SHOP	419,803.00	359,058.12	60,745	86%	1.49%	251,342	261,818	(97,240)
PARK	1,258,943.00	809,629.50	449,314	64%	4.48%	753,748	785,164	(24,465)
DISC GOLF	0.00	108,186.68	(108,187)	#DIV/0!	0.00%	0	0	(108,187)
AQUATIC CENTER	243,475.00	87,769.31	135,288	44%	0.87%	145,772	151,848	43,661
ZOO	908,230.00	525,455.09	820,461	10%	3.23%	543,771	566,435	478,666
CIVIC BUILDING OPERATIONS	928,894.00	503,237.70	403,439	57%	3.31%	556,143	579,323	53,868
LIBRARY MAINTENANCE	79,846.00	94,395.28	(423,392)	630%	0.28%	47,805	49,798	(453,440)
GROUNDS MAINTENANCE	129,270.00	45,164.56	34,875	73%	0.46%	0	80,622	(13,774)
CONCESSION STAND	88,939.00	56,521.37	43,774	51%	0.32%	53,249	55,469	10,304
SHOP MAINTENANCE	143,299.00	-15,198.85	86,778	39%	0.51%	85,795	89,371	32,850
STREET LIGHTING	322,176.00	210,247.38	337,375	-5%	1.15%	192,892	200,931	216,130
MISC APPROPRATIONS	88,000	69,253.04	(122,247)	239%	0.31%	52,687	54,883	(155,364)
AIRPORT	1,135,817.00	524,743.94	611,073	46%	4.04%	680,031	708,374	639,121
PARKING FACILITY	15,600.00	6,165.92	9,434	40%	0.06%	9,340	9,729	(515,015)
TRANSERS	4,305,515.00	2,805,836.02	1,499,679	65%	15.33%	2,577,777	2,685,218	2,679,052
CONTINGENCY	-337,313.00	0	(337,313)	0%	-1.20%	(201,954)	(210,372)	(3,016,208)
EXCESS CARRYOVER	0		0	#DIV/0!				
GENERAL FUND	32,464,988	17,703,263	14,722,791	55%	101.46%	19,359,886	20,247,418	
	28,086,610							

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of August 31, 2024
EXPENSES FOR WATER FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	1,625,329	509,917	1,115,412	31%
ADMINISTRATION	2,739,739	1,477,950.83	1,261,788	54%
WATER MAINTENANCE	2,007,791	3,916,658.29	(1,908,867)	195%
WATER PLANT	5,159,943	3,834,369.98	1,325,573	74%
WATER STOCK	5,000	2,115.63	2,884	42%
	11,537,802	9,741,012	1,796,790	4

Capital Outlay

Water Plant	$360,000		Water Plant Evaluation
Water Plant	$240,000		Container for Polymer
Water Plant	$140,000		Aqua Ammonia Tank Replacement
Water Plant	$255,000		S Cottonwood to East St from KS to Potwin
	995,000	0	

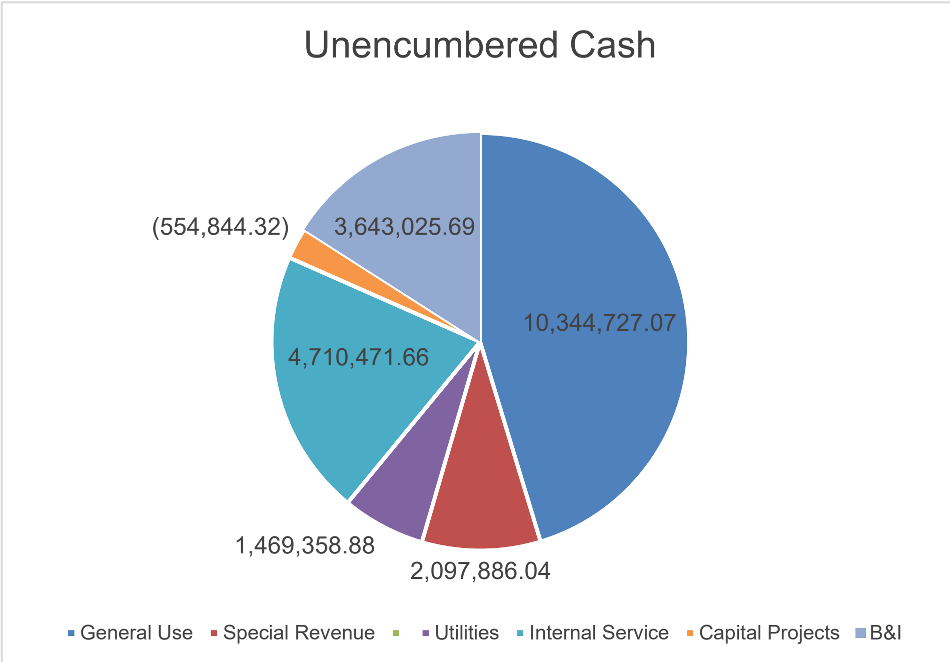
CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of August 31, 2024
EXPENSES FOR WASTEWATER FUND DEPARTMENTS

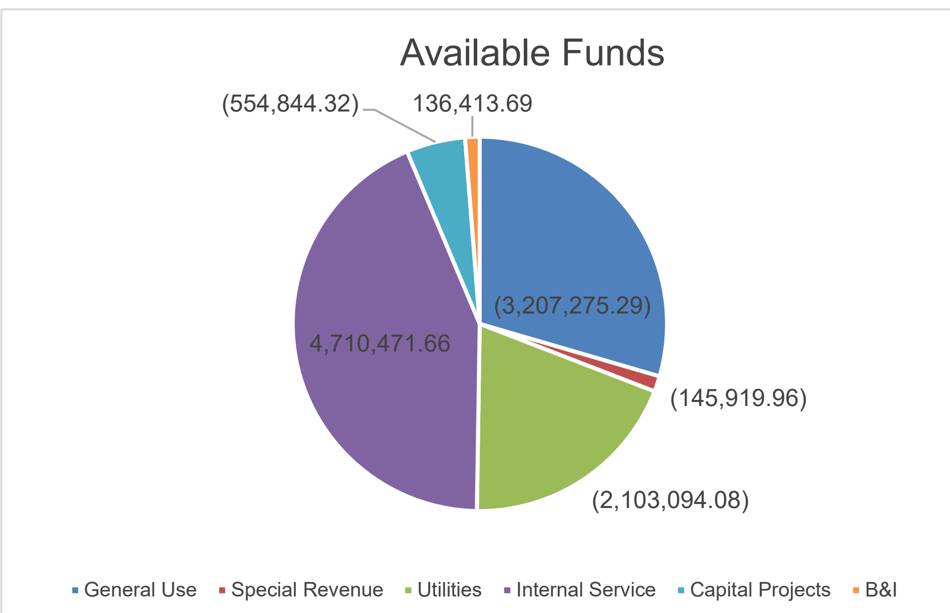
	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,777,384	787,075	1,990,309	28%
ADMINISTRATION	1,496,386	675,300	821,086	45%
SEWER MAINTENANCE	1,783,635	1,357,747	425,888	76%
SEWER PLANT	3,297,554	2,349,051	948,503	71%
	9,354,959	5,169,173	4,185,786	2

Capital Outlay			
Sewer Maintenance	$175,000		Sewer Main Relining
Waste Water Plant	$30,000		Gator
Waste Water Plant	$200,000		Replace UV Bulbs, Sleeve, End and Ballasts
	405,000	0	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of August 31, 2024
EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	2,809,390	786,149.97	399,598	28%
COLLECTIONS	2,998,315	1,574,278.07	797,978	53%
TRANSFER STATION	2,020,116	1,092,529.07	535,461	54%
RECYCLING CENTER	683,901	476,740.16	221,275	70%
	8,511,722	3,929,697	1,954,312	2
Capital Outlay				
Administration	100,000		Solid Waste Master Plan	
Collections	270,000		Roll OffTruck (2011)	
Collections	285,000	320,359	Rear Load Trash Truck (2010)	
	$655,000	320,359		


Unencumbered Cash
(554,844.32)
3,643,025.69
10,344,727.07
4,710,471.66
1,469,358.88
2,097,886.04
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I


Available Funds
(554,844.32)
136,413.69
(3,207,275.29)
4,710,471.66
(145,919.96)
(2,103,094.08)
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I

City of Emporia

Unencumbered Cash Report

as of August 31, 2024

	Amount	YTD Budget	Difference	**Unencumbered Cash**		
101 General Fund	8,930,500.07	7,676,351.21	1,254,148.86	General Use	10,344,727.07	47.65%
102 Multi Year Fund	1,414,227.00	5,875,651.15	(4,461,424.15)	Special Revenue	2,097,886.04	9.66%
103 Insurance Reserve	687,950.19	663,358.00	24,592.19			
104 Vacant Property Program	38,122.53	-	38,122.53	Utilities	1,469,358.88	6.77%
201 Library Fund	-	(6,924.00)	6,924.00	Internal Service	4,710,471.66	21.70%
203 Transient Guest Tax Fund	485,894.43	661,227.00	(175,332.57)	Capital Projects	(554,844.32)	-2.56%
204 Industrial Fund	25,429.28	24,317.00	1,112.28	B&I	3,643,025.69	16.78%
205 Economic Sales Tax Fund	767,389.40	1,053,815.00	(286,425.60)		21,710,625.02	
206 Special Alcohol Fund	118,246.95	116,991.00	1,255.95			
207 Special Park & Recreation Fund	159,561.23	59,566.00	99,995.23	**Budget**		
208 Special Street Fund	230,778.56	54,155.00	176,623.56	General Use	(3,207,275.29)	
209 Drug Money Forfeitures Fund	40,716.23	37,213.00	3,503.23	Special Revenue	(145,919.96)	
210 Storm Water Fund	172,747.04	243,446.00	(70,698.96)	Utilities	(2,103,094.08)	
218 Emergency Shelter Grant Fund	6,514.00		6,514.00	Internal Service	4,710,471.66	
224 Fire Public Education	7,662.83		7,662.83	Capital Projects	(554,844.32)	
225 Police Grants Fund	1,302.86		1,302.86	B&I	136,413.69	
251 Emporia Homeowner Repair	(94,893.85)		(94,893.85)			
252 2014 Housing Rehab	34,636.66		34,636.66			
254 2020 CDBG Rehab Grant	3,994.00		3,994.00			
260 Land Bank	131,766.47		131,766.47			
301 Bond and Interest Fund	3,643,025.69	3,506,612.00	136,413.69			
305 Equipment Reserve Fund	374,121.91	579,091.00	(204,969.09)			
401 Coronavirus Recovery Grant	80,089.24		80,089.24			
406 Internal Improvement Fund	3,267,701.02		3,267,701.02			
407 Rec Center Projects	(2,000.00)		(2,000.00)			
409 Water Treatment Plant Improvement	557,154.31		557,154.31			
413 Water Main Improvements	(7,935,841.52)		(7,935,841.52)			
415 Civic Auditorium Project Fund	199,922.27		199,922.27			
423 Airport Improvements Fund	371,570.79		371,570.79			
428 Park Improvements Fund	(137,364.29)		(137,364.29)			
441 Paving Projects Fund	(336,895.99)		(336,895.99)			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	3,642,480.01		3,642,480.01			
501 Water Utility Fund	(928,998.65)	86,143.00	(2,518,106.43)			
502 Sewer Fund	(405,358.10)	(644,747.00)	(1,559,729.70)			
503 Solid Waste Fund	2,803,715.63	2,416,061.00	1,974,742.05			
601 Worker's Comp Fund	2,305,258.40		2,305,258.40			
602 Health Care Fund	2,405,213.26		2,405,213.26			
708 Fire Insurance Proceeds	6,139.95		6,139.95			
	22,810,819.65					

Commission Meeting **11:00 a.m.** **September 4, 2024**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, September 4, 2024, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Lelan Dains, Director of Visit Emporia, was in attendance to accept a proclamation declaring the week of September 13 through 22, 2024, as “Welcoming Week” in Emporia. He stated Welcoming Week is about bringing neighbors together across lines of difference to build relationships and work together on shared goals. Emporia is home to all backgrounds including those who were not born here. Emporia’s success depends on making sure that all Emporians feel welcome. New residents are a vital part of our community, along with our long-time residents, bringing ideas, starting businesses, serving in civic roles, working in critical industries and contributing to the vibrant diversity that we value. Our community must strive to create a culture and policies that ensure everyone can belong and thrive. He stated regardless of where we are born or how we identity, it is time to come together and build communities where every resident has the opportunity to thrive and contribute regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors. He called up business leaders, civic groups, government agencies, and community institutions to undertake their initiatives beyond Welcoming Week to make the region a more welcoming place for new and long-term residents alike.

Mayor Harter then presented the proclamation.

Vicki Schweinler, representing Flint Hills Adult Education Center, was in attendance to accept a proclamation declaring the week of September 15 through 21, 2024 as “National Adult Education & Family Literacy Week” in Emporia. She stated more than 43 million Americans cannot read, write, or do basic math at above a third-grade level. Adult Education programs contribute to solving these challenges by helping Americans move along the continuum in their educational journey to achieve basic skills and get prepared to career and college. She stated Flint Hills Adult Education Center celebrates the National Adult Education and Family Literacy Week as a proud participant which helps our citizens learn about all of their Adult Education options to attain their professional and personal goals.

Mayor Harter then presented the proclamation.

Sally Sanchez, and representatives with Hispanics of Today and Tomorrow, were in attendance to accept a proclamation declaring the month of September 15 through October 15, 2024, as “Hispanic Heritage Month” in Emporia. She stated Hispanic Hertage Month is a month-long celebration to honor the rich culture, heritage, traditions, and contributions of Hispanics to the United States. She stated we recognize the significant impact Hispanic people have made and contributed to help shape our nation’s history, economy, culture, and society. Emporia’s Hispanic population is 27.7%, the Hispanic community has contributed to the economic growth of our city, through their hard work and excellent work ethic. She encouraged all citizens to honor and celebrate the achievements of Hispanics throughout our history and community, and to educate society on the benefit of a diverse and inclusive world.

Mayor Harter then presented the proclamation.

Pauline Stacchini, Emporia Public Library Director, was in attendance to accept a proclamation declaring the month of September 2024, as “Library Card Sign-up Month” in Emporia. She stated libraries play a crucial role in the education and development of children from preschoolers to college, fostering literacy and a love of reading. Libraries are welcoming and inclusive spaces for people of all backgrounds to learn together and engage across cultural, ethnic, generational, and economic lines, strengthening the social fabric of the communities they serve. She stated a library card sparks creativity and empowers all people to explore new passions and interests and pursue a path of lifelong learning. She encouraged everyone to sign up for their own library card.

Mayor Harter then presented the proclamation.

CITY COMMISSION
(Public Comment)

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

Viola Heskett, 2211 Birch Rd, spoke about her concerns with Stormont Vail and preserving Newman Hospital ER services. She expressed the value of emergency services for our community.

Lynn McCallister, 871 Road 225, spoke about Stormont Vail and Newman Hospital wanting to know if a cost benefit analysis has been conducted by Stormont Vail or Newman Hospital and what will this situation look like down the road. He also mentioned the county land that Stormont Vail has purchased and the hurdles that will need to be addressed.

Jackie Miller, 1769 Road F, wanted to thank the City Engineering department and Bruce Davis Construction with the marvelous job during construction of the portion of Road F and keeping them informed and making sure they had access to their home. She wanted to express her appreciation while construction was going on.

Jerald Campbell, 1201 Presby Drive, thanked the City for hosting the Q&A Session last week and stated it answered some questions and presented several more that he hopes will be talked about in the future before any binding decisions are made. His main concern is duplication of services between Stormont Vail and Newman Hospital and the financial threat to Newman Hospital.

Kevin McDonald, 2026 Canterbury Road, stated his concerns on the Stormont Vale and Newman Hospital issue and about the $44 million investment. H wanted to know much of that is for salaries and overhead related to operation of the place, as opposed to building facilities. Another concern was how much of the existing Newman facility, salaries and overhead will be transferred to Stormont Vail which is relocation of expenses. Is there a real benefit to Emporia if they offer the same type of service?

Will Spencer, 1523 Burlingame Road, stated his concerns were of housing developments and developers that are building low-income housing such as Trujillo Construction. He stated there should be incentives offered to him to continue building.

CITY MANAGER
(Budget Recommendations)

City Manager Cocking reviewed 2025 Budget for all funds for total revenue, total expenditures and total cash balances for General Fund, Multi-Year Fund, Library, Convention and Tourism, Industrial, Economic Development Sales Tax, Special Alcohol, Special Park, Special Street, Drug Forfeiture, Bond and Interest, Water Fund, Wastewater Fund, and Solid Waste Fund. The 2025 valuation summary, based on the proposed mill levy for the City of Emporia property taxes for a $100,000 home will contribute on average $44.02 per month for public services, which is less than a $3 increase from last year. For each dollar collected for taxes 36 cents goes to Lyon County; 29 cents to USD #253; 28 cents to City of Emporia; 6 cents for Recreation Center and 1cent goes to the State of Kansas. Five-year projections were discussed for each fund showing ending balances and reserves. Capital Improvement projects, and appropriations for each entity for 2025 were reviewed. He stated staff recommends the proposed mill levy.

CITY COMMISSION
(Exceeding the Revenue Neutral Rate)
(Public Hearing)

City Manager Cocking stated per Senate Bill 13 and House Bill 2104, a public hearing must be held to allow taxpayers to speak without unreasonable restrictions. A hearing notice was published in the Emporia Gazette on August 4, 2024, and posted on the City's website, concerning the proposed budget and the city levying property tax exceeding the Revenue Neutral Rate. Currently the RNR is 42.667 and the publication allows the mill levy to be set at 45.104 mills or lower.

Mayor Harter then declared the public hearing open.

As no one in attendance wished to address the Governing Body, Mayor Harter then declared the public hearing closed.

CITY COMMISSION
(Exceeding the Revenue Neutral Rate)
(Resolution Number 3738)

City Manager Cocking stated a resolution will require the levy of a property tax rate exceeding the Revenue Neutral Rate. He stated by adopting the proposed resolution the City can exceed the Revenue Neutral Rate.

Commissioner Sauder made a motion to approve Resolution Number 3728, a resolution that will require the levy of a property tax rate exceeding the Revenue Neutral Rate. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

BUDGET
(Approve 2025 Budget)
(Public Hearing)

City Manager Cocking stated all municipalities are required to adopt an annual budget. He stated the City of Emporia is required by State law to hold a public hearing between August 20 and September 20 for the adoption of its annual budget. He stated there have been several discussions preparing the 2025 Budget. The public hearing is to allow the taxpayers to speak without unreasonable restriction about the 2025 Budget.

Mayor Harter then declared the public hearing opened.

As no one in attendance wished to address the Governing Body, Mayor Harter then declared the public hearing closed.

BUDGET
(Adopt 2025 Budget and 5-Year Budget)

City Manager Cocking stated the 2025 budget has been worked on by staff and the commission since March when the Capital improvement items were presented. Numerous discussions were made to put together the 2025 budget and 5-year projections. He stated the presented budget has a mill levy of 45.104 in order to levy taxes and pay expenditures. Staff recommend adoption of the 2025 budget and 5-year projections.

Commissioner Smith made a motion to adopt the 2025 budget and 5-year budget. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

CITY COMMISSION
(2025 Annual Appropriations)
(Ordinance Number 24-26)

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR THE CALENDAR YEAR 2025, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS RPOVIDED FOR THEREIN, to which the City Clerk assigned Ordinance Number 24-26, was presented to the Governing Body for their consideration.

City Manager Cocking stated the annual appropriation ordinance authorizes city expenditures for purposes approved in the annual budget. He stated the proposed ordinance authorizes the Finance Director with the consent of the City Manager and City Clerk to make payments for all claims and charges against the city in the calendar year 2025. City staff are required to follow Kansas State Law and City of Emporia Purchasing Policy requirements. Capital Improvement items over $25,000.00 will be brought to the City Commission for approval. He stated staff recommend approval of Ordinance Number 24-26 annual appropriation.

Commissioner Smith made a motion to approve Ordinance Number 24-26 Annual Appropriation. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting 7-16-24)
(Amend Zoning Regulations)

The Planning Commission met in a regular session on Tuesday, July 16, 2024, with Chair Rogers presiding. Members Ogle, Bucklinger, Fowler, and Lingenfelter were present. Commissioner Barnes was absent.

City staff: Justin Givens was present.

Chair Rogers called the meeting to order.
2. Consider PC-2024-08 – A Request to Amend Section 7.16.14 of the Emporia Zoning Code
Chair Rogers asked if proper notice had been given. Givens confirmed that proper notice was provided to the newspaper.
Chair Rogers asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No ex-parte communications or conflict of interests were reported.
Givens provided the Staff Report.
STAFF REPORT

Application #: PC 2024-08

Applicants: City of Emporia

Requested Action: Approval of a Text Amendment to Section 7.16 Sign Regulation Table of the Emporia Zoning Code

Purpose: Enable non-residential uses in the Flex-Use Low and High parcel types to have similar signage as other non-residential uses in Commercial parcel types.

Analysis: The recently adopted sign regulations in Section 7.16 of the Zoning Code restrict non-residential uses to the same size limitations as residential uses in the Flex-Use Low and High parcel types. Staff has proposed that non-residential uses in the Flex-Use Low and Flex-Use High parcel types be allowed to have similar signage as non-residential uses in Commercial parcel types.

Section 7.16 would be modified with the following additional note:

c. Non-Residential Uses within the FL or FH parcel type shall be allowed similar signage as allowed in C parcel types.

Additional analysis has been provided in the factors for consideration.

Considerations: While there are no specific standards set forth in the zoning regulations for the Commission to consider for a text amendment, staff has provided some general considerations that may be useful when considering a text amendment.

1) **Does the proposed text amendment correct an error or inconsistency in the Zoning Regulations or meet the challenge of an existing condition?** Staff contends that while the Flex-Use parcel types were created in promote residential and non-residential uses within close proximately to each other, the restriction on signage for non-residential uses creates an undue burden on those businesses wishing to locate on a Flex-Use parcel type and could negatively impact the property value of these parcel types.

Non-Residential uses looking to develop on Flex-Uses parcels could look to other parcel types due to the strict signage regulations and disadvantage they would face in drawing attention to their business.

2) **Does the proposed text amendment advance a clear public purpose?** The text amendment allows for non-residential uses to have a similar set of sign regulations across the city, leveling the playing field across all non-residential parcel types. This would help to support businesses within all parcel types, a goal identified in the comprehensive plan.

3) **Does the proposed text amendment affect the adequacy of existing or planned facilities and services?** Multiple businesses have expressed interest in and concern about developing within a Flex-Use parcel based on the sign regulations. This text change would alleviate those concerns.

4) **Will the proposed text amendment advance the interests of the City of Emporia as a whole, not solely those having immediate interest in the affected area?** The text amendment would create a level playing field with respect to signage for all non-residential uses in the city, and thus would advance the interests of the city as a whole.

5) **Is the proposed text amendment consistent with the Comprehensive Plan and the stated purpose of the City Zoning Regulations?** Staff maintains that the proposed text amendment would be consistent with the Comprehensive Plan as it supports business by allowing increased signage within Flex-Use parcel types.

Communications: Staff has received no inquiries about the proposed text amendment.

Recommendation: If the Planning Commission finds that the Text Amendment is advisible, it may forward a recommendation to approve the Text Amendment to the Governing Body based on the findings that the Text Amendment is consistent with the intent and purpose of the zoning regulations, and corrects an inconsistency in the zoning regulations.

Attachments: None

Commissioner Bucklinger asked what the allowed signage would be for non-residential uses**. Givens** stated that they would fall under the Commercial Parcel Type and be allowed 2 signs per façade, and total signage based on two times the linear street frontage of the parcel the development is on.

Commissioner Fowler and **Bucklinger** asked about other gas station signage. Givens stated that those properties wanting highway visibility would still be required to get a variance for the height of their signs.

The Public Hearing was opened.

No person from the public spoke on the proposed changes.

The Public Hearing was closed

Commissioner Rogers expressed concerns about the number of bandit signs around the community. **Givens** stated that staff would step up enforcement of those types of signs in the right of way.

Commissioner Fowler expressed concerns on signage on duplexes in residential areas. **Givens** stated that the signs would be considered legal non-conforming as it was allowed by a previous Zoning Administrator.

Commissioner Fowler made a motion to approve the minutes as corrected. **Commissioner Bucklinger** seconded the motion. The motion carried 5-0.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated in September 2023, the new zoning regulations were adopted for the city. Since adoption, staff has been working with the new regulations and have identified several areas that could need adjustment or revising to make the regulations work better. He stated one area was within the Sign Regulations and how they related to non-residential uses in the Flex Parcel Types. These Parcel Types were severely limited to the size, number and type of signage that would be allowed on their property. He stated at their regular meeting held July 16, 2024**,** staff presented the Planning Commission with updated language that would separate residential and non-residential uses with the Flex Parcel Types and allow for signage similar to Commercial Parcel Types for non-residential uses within the Flex Parcel Types. Following the required public hearing, the Planning Commission unanimously approved the text change to Section 7.17 of the Zoning Regulations. He stated staff recommends adopting Ordinance Number 24-27 amending section 7.16 of the Emporia Zoning Regulations.

PLANNING AND DEVELOPMENT
(Amend Zoning Regulations)
(Ordinance Number 24-27)

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AMENDING SECTION 7.16 OF THE ZONING REGULATIONS FOR THE CITY OF EMPORIA AS ADOPTED BY ORDINANCE NO. 23-28 OF THE CITY OF EMPORIA, KANSAS, to which the City

Clerk assigned Ordinance Number 24-27, was presented to the Governing Body for their consideration.

Commissioner Smith made a motion to approve Ordinance Number 24-27, an ordinance amending Section 7.16 of the Emporia Zoning Regulations. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

ENGINEERING
(Kansas Department of Transportation)
(Adopt Safe Routes to School Plan)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated Toole Design, KDOT's consultant, in conjunction with City of Emporia Engineering Office and USD 253, conducted a study for Safe Routes to School. He stated in June 2024 Toole Design created a Safe Routes to School Plan with recommendations for both USD 253 school district and the City of Emporia. The plan was previously discussed at a Study Session with recommendations in the report to be reviewed on a case-by-case basis before implementation as funding allows. He stated there are no financial considerations at this time and staff recommend adopting the Safe Routes to School Plan, June 2024 from KDOT, with specific review on a case-by-case basis before funding is allowed.

Commissioner Curtis made a motion to adopt Safe Routes to School Plan, subject to specific project recommendations in the report getting reviewed on a case-by-case basis before implementation as funding allows. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
(Emporia Recreation Center)
(Architectural Services Agreement with BG Consultants, Inc.)

City Manager Cocking stated the City of Emporia is entering into this agreement because the City will eventually own the Emporia Recreation Center building. He stated the current Recreation Center is owned by the City of Emporia and leased to the Emporia

Recreation Commission. Kansas Statute K.S.A. 12-1928 states the Recreation Commission is not authorized to own property, necessitating the City of Emporia holds ownership of the building. This arrangement ensures compliance with state law while facilitating the development of a new recreation center to serve the community. He stated this arrangement meets compliance with state law while facilitating the development of a new recreation center to serve the community. He stated the project is divided into two primary phases: Phase 1: Pre-election Services – This phase focuses on preliminary architectural and engineering services to support a bond issue election. Tasks include community engagement, conceptual design and initial planning efforts. The sum for these services is $216,000.00 plus reimbursable expenses, estimated not to exceed $25,000.00 Phase 2: Post-election Services – This phase will initiate upon the successful passage of the bond referendum and will encompass the comprehensive design and construction documentation required to complete the project. He stated BG Consultants, Inc., alongside a team of specialized consultants, has been retained to manage both the architectural and engineering components of the project including:

1. Conducting a series of community engagement workshops and stakeholder meetings to ensure that the project meets the needs and expectations of the community.
2. Providing a detailed conceptual design, including site plans, floor plans, and renderings, which will be used for both the pre-election campaign and the eventual construction documents.
3. Coordinating with Hutton, the Construction Manager, to ensure that all design work aligns with the construction methodology and budgetary constraints.
4. The revised agreement outlines specific responsibilities for BG Consultants, Inc., including the management of supplemental services such as civil engineering, landscape design, and interior architectural design, which are integral to the project's success.

He stated the total compensation for Phase 1 services is $216,000.00 plus reimbursable expenses, estimated not to exceed $25,000.00. The compensation for Phase 2 services will be determined based on the services rendered and will be finalized upon the successful passage on the bond referendum. He stated staff recommends approve the agreement with BG Consultants, Inc. for architectural services related to the Emporia Recreation Center.

Commissioner Brinkman made a motion to approve the agreement with BG Consultants, Inc. for architectural services related to the Emporia Recreation Center and authorized the City Manager to execute the agreement. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Consent Agenda

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

a. Minutes of Regular Commission Meeting Held on August 21, 2024.

The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
(City Manager's Report)

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

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

TENTATIVE AGENDA FOR SEPTEMBER 18, 2024, MEETING.

- Ordinance for Stormwater Utility.
- Beer Garden for Radius Oktoberfest Event on October 5, 2024
- Executive Session.

NO STUDY SESSION

CITY COMMISSION
(Public Comment)

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

No comments were made at this time.

EXECUTIVE SESSION

Commissioner Sauder made a motion to recess into executive session for 40 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-

4319 (b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume at the David Traylor Zoo Education Center, 75 Sodens Road, at approximately 12:30 p.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioners Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Smith, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session, at 12:30 p.m., this same date, at the David Traylor Zoo Education Center, Mayor Harter stated they had discussed consultation with the City Attorney regarding a legal matter and no action was taken.

Commissioner Curtis made a motion to recess the meeting from 12:30 p.m. to 12:40 p.m. Commissioner Smith seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye. Commissioners Brinkman and Sauder were not present at the time of the vote.

The following items were discussed at Study Session:

1. Introduction of New Zoo Director.
2. Discuss the Formation of the Public Building Commission.
3. Municipal Solid Waste Poly Carts.
4. County Road F – City Street Name Designation.
5. CDBG Update.

Study Session Discussion:

Sanitation
Solid Waste Poly Carts
Purchase and Color Change

Dean Grant, Director of Public Works, stated a request was made to change the color of the municipal solid waste poly carts from the current neutral color of gray, to black and gold. The suppliers of the poly carts offer various colors at no additional cost. The request was made for the solid waste poly cart for trash only. He stated the poly carts would only be changed out on an as needed basis as carts are broken or replaced. Currently there is no supply of poly carts on hand for replacement. He stated the cost for 751 carts is approximately $35,000.00, that is about one-tenth of the customer poly carts in the city. He stated staff recommend an order for 751 poly carts for approximately $35,000.00 for broken carts that need replaced.

Following further discussion concerning changing the color of the current gray poly cart to another color, Commissioner Sauder made a motion to order 751 replacement solid waste poly carts in black and gold. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Mayor Harter, aye; and Commissioner Brinkman, nay.

EXECUTIVE SESSION

Commissioner Smith made a motion to recess into executive session for 15 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-4319 (b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume at the David Traylor Zoo Education Center, 75 Sodens Road, at approximately 2:20 p.m. Commissioner Sauder seconded the motion. The vote follows: Commissioners Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Commissioner Curtis, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session, at 2:20 p.m., this same date, at the David Traylor Zoo Education Center, 75 Sodens Road, Commissioner Smith made a motion to continue the executive session discussion for the reasons stated previously with all same pertinent city staff and resuming the open meeting at the David Traylor Zoo Education Center, 75 Sodens Road, this same date at 2:35 p.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session, at 2:35 p.m., this same date, at the David Traylor Zoo Education Center, 75 Sodens Road, Mayor Harter made a motion to continue the executive session discussion for the reasons stated previously with all same pertinent city staff and resuming the open meeting at the David Traylor Zoo

Education Center, 75 Sodens Road, this same date at 2:45 p.m. Commissioner Smith seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Sauder, aye.

Upon reconvening the meeting in Regular Session, at 2:45 p.m., this same date at the David Traylor Zoo Education Center, Mayor Harter stated they had discussed consultation with the City Attorney regarding a legal matter and no action was taken.

Commissioner Sauder then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Smith, aye.

____
Erren Harter, Mayor

ATTEST:

____
Kerry Sull, City Clerk

Commission Action Report

Ordinance 24-28 Authorizing Beer Garden for Oktoberfest Special Event.

Title:	Ordinance 24-28 Authorizing Beer Garden for Oktoberfest Special Event.
Agenda Date:	September 18, 2024
Presented By:	Christina Montgomery, City Attorney

Background:
Radius Brewing Company has requested a beer garden in connection with the Oktoberfest special event on Saturday, October 5, 2024.

Discussion:
The beer garden will be located in a portion of the alley behind Radius Brewing Company at 610 Merchant Street from 10:00 a.m. to 11:00 p.m. Radius will request an extension of premises for the sale of alcohol. No one under the age of 21 may possess or consume alcohol within the beer garden, and no alcohol may be consumed in vehicles while on the street at the event. The boundaries of the event must be clearly marked.

Financial considerations:
The city will pay the cost of publication of the ordinance.

Recommended action:
Approve Ordinance 24-28 Authorizing Beer Garden for Oktoberfest Special Event

Attachments:
Ordinance 24-28 Authorizing Beer Garden for Oktoberfest Special Event

ORDINANCE NO. 24-28

AN ORDINANCE EXEMPTING AN AREA INCLUDING A PORTION OF THE ALLEY BEHIND 610 MERCHANT STREET AND 614 MERCHANT STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR AN OKTOBERFEST SPECIAL EVENT OCTOBER 5, 2024

WHEREAS, Radius Brewing Company has requested an exemption from the prohibition of sale and consumption of cereal malt beverages (CMB) and/or alcoholic liquor in an area including the alley behind 610 Merchant Street and 614 Merchant Street in connection with an Oktoberfest special event to be held on Saturday, October 5, 2024.

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

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts an area including a portion of the alley behind 610 Merchant Street and 614 Merchant Street, with the exact location to be approved by the Chief of Police or designee, from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Oktoberfest special event on October 5, 2024, between the hours of 10:00 a.m. and 11:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of enhanced CMB and alcoholic liquor.

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

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

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

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

PASSED AND APPROVED this 18th day of September, 2024.

____
Erren Harter, Mayor

ATTEST:

____
Kerry Sull, City Clerk

DATA NOT SURVEY ACCURATE

Beer Garden

Commission Action Report

Request from ESB Financial to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo

Title:	Request from ESB Financial to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo
Agenda Date:	September 18, 2024
Presented By:	Christina Montgomery, City Attorney

Background:
Karen Sommers with ESB Financial has requested permission for ESB Financial to show appreciation to Lisa Keith for her years of service as the Executive Director of the David Traylor Zoo of Emporia. The gift is valued at $340.

Discussion:
The City Policy regarding acceptance of gifts by city employees is found in Resolution No. 3402 which states, "Employees, elected and appointed officials shall not accept gifts, favors, gratuities or promises which would unduly influence the employee, elected or appointed official, in the performance of their duties."

It is the opinion of the city staff that the retirement gift as described is unlikely to unduly influence a retiring employee. In order to avoid any appearance of impropriety, staff recommends Commission approve Lisa Keith's acceptance of the gift.

Financial considerations:
The City will have no financial obligation.

Recommended action:
Approve Request from ESB Financial to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo

Attachments:
Request from ESB Financial to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo

Request to Gift Lisa Keith a Retirement Thank You to Travel with ESB Spirited 50 Trip to the Kansas City Swope Park Zoo on September 26, 2024

Karen Sommers <KARENS@esbfinancial.com>

Fri 9/13/2024 2:23 PM

To:Trey Cocking <tcocking@emporiaks.gov>;Christina Montgomery <cmontgomery@emporiaks.gov>;Lisa Keith <lkeith@emporiaks.gov>
Cc:Karen Sommers <KARENS@esbfinancial.com>

1 attachments (494 KB)

Lisa Keith.jpg;

To: City of Emporia Commission & Officials

Re: Lisa Keith

This letter is to request your permission for ESB Financial to show our appreciation to Lisa Keith, Executive Director of the David Traylor Zoo of Emporia, for all the years we have had the pleasure to work with such a dedicated city employee. Our bank has had a close relationship with the city parks and zoo back when David Traylor held that position. Over the years we have donated funds to re-furbish the Fremont Bandstand on our 90th birthday and also improve the bank stand and surrounding park with our father's, Charles Wayman, memorial. At our 100th birthday we gifted the city in establishing the Eagle Exhibit at the zoo. Since that time we were happy to support transportation for additional Eagles to the exhibit. Other animal sponsorships were the naming of the Cotton-Top Tamarin, KASASA Mama, in 2010 and the establishment of the Kookaburra exhibit in 2021. We tried to name the Cotton-Top triplets at the zoo auction this year but got beaten out (over our budget!)

As Emporia's only home owned community bank since 1901, we are grateful to celebrate our major birthday celebrations for all Emporians to enjoy. We have enjoyed a wonderful relationship with Lisa over her tincture as Executive Director of the David Traylor Zoo of Emporia. As Lisa leaves her job we would like to show her our appreciation for all of her dedication to making the David Traylor Zoo of Emporia our city's biggest asset. We ask for nothing from the city in return…just the pleasure of having Lisa experience the new SOBELA Aquarium at Swope Park Zoo in Kansas City with us.

Respectfully Submitted,

Karen Sommers

Karen Sommers
Spirited 50 Travel Club
Cell 620.794.5668

(620) 342-3454 | www.esbfinancial.com

"We help every client achieve their dreams."

Congratulations on your Retirement!

Thank you for your partnership with ESB Financial! Please be our guest on our upcoming Kansas City Coffee, BBQ & ZOO trip. You and a guest will travel with ESB Financial's Spirited 50 Travel Club on Thursday, September 26, 2024.

The highlight of this trip is a visit to Swope Park and the Kansas City Zoo & Aquarium! The new, state of the art, Sobela Ocean Aquarium opened in 2023, after 10 years in planning. It is a world-class facility... home to nearly 8,000 animals in 34 habitats, and holds over 650,000 gallons of water. You will be able to explore on your own...enjoy unlimited rides on the KC Zoo Railroad, African Tram, African Sky Safari, Kenyan Cruise, and Endangered Species Carousel.

Value $340

Donated by:

ESB FINANCIAL
BANKING • INVESTMENTS • TRUST • MORTGAGE

Commission Action Report
Informational Items

Title: Informational Items

Agenda Date: September 18, 2024

Presented By: Trey Cocking, City Manager

Background:
This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight the organization's accomplishments.

Discussion:
At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, October 2, 2024.

Commission Meeting :
- Proclamation for Domestic Violence Awareness Month.
- Ordinance for Credit Card Fees for Utility Bills.
- Woodco Intent to Issue IRBs.
- Naming Road F.

Study Session: Emporia Municipal Airport,1005 Rd 120
- Discuss Social Media in Local Government.
- Hazardous Sidewalk Program Cost Share Discussion.
- Rules & Regulations water/wastewater discussion.

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: September 18, 2024

Recommended Action:
Recess into executive session for 30 minutes inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:_____ a.m./p.m.