Emporia Kansas 1857

CITY COMMISSION
WEDNESDAY, FEBRUARY 5, 2025 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

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

PROCLAMATIONS

Proclamation Recognizing February 14, 2025, as Emporia State University Day in Emporia

Accepted by: Azward B. Arif, Associated Student Government President, and Piper Glidewell, Associated Student Government Vice-President, representing Emporia State University

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) **Public Hearing Authorizing Ordinance No. 25-04 to Establish RHID and Adopt Development Agreement for 502 Lofts**

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Conduct a public hearing for the 502 Lofts RHID and Approve Ordinance No. 25-04 Establishing RHID and Adopting Development Agreement for the 502 Lofts

2) **Ordinance No. 25-03 Authorizing the Issuance of Taxable Industrial Revenue Bonds for Capital Holdings, LLC**

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Approve Ordinance No. 25-03, authorizing the issuance of Taxable Industrial Revenue Bonds, and authorize the Mayor to sign and execute all necessary documents

3) **Reject Lift Station #1 Bid**

Presented by: Dean Grant, Public Works Director

Recommended Action: Reject Lift Station #1

4) **Resolution No. 3758 Adopting a Code of Procedure**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Resolution No. 3758 Adopting a Code of Procedure

5) **Accept $450,000 Grant from the Federal Home Loan Bank of Topeka's Affordable Housing Program**

Presented by: Jeffrey Lynch, Community Development Coordinator

Recommended Action: Approve $450,000 Grant from The Federal Home Loan Bank of Topeka's Affordable Housing Program and authorize the Mayor to sign all necessary documents

6) **Resolution No. 3759 to Request Public Building Commission Issue Revenue Bonds for Constructing and Equipping Fire Station Facilities**

Presented by: Mark Detter, Deputy City Manager

Recommended Action: Authorize Resolution No. 3759 to Request Public Building Commission to issue $15,790,000 in Revenue Bonds for the Purpose of Paying all or a portion of the costs of Construction and Equipping Fire Station Facilities.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes January 21, 2025
2) Appoint Mayor Harter to the Recreation Commission
3) Appoint Commissioner Brinkman to the Transient Guest Tax Advisory Board

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

RECESS

Recess the City Commission meeting for ____ minutes. The City Commission Meeting will resume in this room following the conclusion of the Public Building Commission meeting at approximately __:_____ a.m./p.m.

EXECUTIVE SESSION

1) 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.
2) Executive Session for 20 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 in this room at approximately __:_____ a.m./p.m.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

1) Discuss Tyler Technology Reporting Tool, Work Order, and Asset Management
2) Discuss Downtown Common Consumption Area Sponsored by City of Emporia
3) TGT Discussion

ADJOURNMENT

PROCLAMATION

WHEREAS, Emporia State University has maintained and continuously created a momentous mission to empower people and communities through education; and

WHEREAS, Emporia State University provides access and opportunity for state, regional, national, and international experiences to the City of Emporia through its vision, mission, and values; and

WHEREAS, Emporia State University continually strives to thrive in and embrace an ever-changing, diverse world in providing programs for students and community members to gain a sense of respect and responsibility to advance the common good of our state, nation, and world; and

WHEREAS, Lyon County, the City of Emporia, and Emporia State University continue to build a University Community that strives for excellence in presenting campus and community opportunities, and commits to service to positively impact our campus and local communities; and

WHEREAS, Emporia State University will commence to celebrate its 162nd anniversary on Founders' Day, February 14th, 2025;"

NOW, THEREFORE, I, Erren Harter Mayor of the City of Emporia, Kansas, do hereby proclaim February 14, 2025, as

"EMPORIA STATE UNIVERSITY DAY"

in Emporia, Kansas, and urge all Emporians to join together, going forward hand in hand, as we celebrate the founding of Emporia State University.

On this 5th Day of February

ATTEST:

____
Erren Harter, Mayor

____
Kerry Sull, City Clerk

Title:	Public Hearing Authorizing Ordinance No. 25-04 Establishing RHID and Adopting Development Agreement for the 502 Lofts
Agenda Date:	February 5th, 2025
Presented By:	Tayler Wash, Assistant City Manager

Background:

The City of Emporia has been working with representatives of the 502 Lofts on the redevelopment of property located at 502 Commercial. This development is using multiple layers of funding including Hope VI Grant Funds, Historic Tax Credits, IRB and the present topic RHID. The establishment of this RHID marks the end of the funding journey for this much anticipated project. Resolution 3751 setting the date for this hearing was published in the Emporia Gazette on January 24th, 2025, and shared with pertinent taxing entities as per state statute.

Discussion:

The City Commission will need to conduct a public hearing on this RHID and then approve Ordinance No. 25-04 establishing the RHID and accepting the development agreement.

Financial Considerations:

No city funding is required. This RHID will capture the incremental increase in real property taxes created by this housing development over 25 years. These funds will be reimbursed to the developer for infrastructure costs. Since this is combined with an IRB which is a property tax abatement, it will not generate revenue until after the expiration of the IRB (year 10) which will leave 15 years of RHID revenue. The City will receive a 2% administrative fee for the RHID.

Recommended Action:

- Conduct a public hearing for the 502 Lofts RHID
- Approve Ordinance No. 25-04 Establishing RHID and Adopting Development Agreement for the 502 Lofts

Attachments:

Ordinance No. 25-04
502 Lofts Development Agreement
Affidavit of Publication for Resolution No. 3751

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON FEBRUARY 5, 2025**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City at 11:00 a.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)

Among other business, in accordance with Resolution No. 3751, published on January 25, 2025, in the official City newspaper, a public hearing was held by the governing body relating to the proposed establishment of a Reinvestment Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such District. At the hearing, each project proposed for the District was identified and explained, and the developer that has contracted with the City to undertake such project was identified and present in person or through their representative. Following the presentation, all interested persons were afforded an opportunity to present their views on the establishment of the District and the proposed projects. Thereafter the public hearing was closed.

Following the close of the public hearing, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

Commissioner __________ moved that the Ordinance be passed. The motion was seconded by Commissioner __________. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: ____

Nay: ____

The Mayor declared the Ordinance duly passed and the ordinance was duly numbered Ordinance No. 25-04, was signed by the Mayor and attested by the City Clerk, and was directed to be published one time in the official City newspaper.

* * * * * * * * * * * * * *
(Other Proceedings)

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 official City newspaper on February 11, 2025)

ORDINANCE NO. 25-04

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

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

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

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

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

WHEREAS, the governing body (the “Governing Body”) of the City of Emporia, Kansas (the “City”) has performed a Housing Needs Analysis dated August 2020 (the “Analysis”), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, Resolution No. 3658 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated January 4, 2022, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed 502 Lofts Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body has heretofore adopted Resolution No. 3751, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 5, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on February 5, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. **Findings**. The Governing Body hereby finds that notice of the public hearing conducted February 5, 2025, was duly made in accordance with the provisions of the Act.

Section 2. **Creation of Reinvestment Housing Incentive District**. The 502 Lofts Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

> The following described real estate in the City of Emporia, Lyon County, Kansas, together with public rights-of-way adjacent thereto:
>
> Lot 146 and part of Lot 148 of the Original Town, City of Emporia. Part of Lot 148 is described as follows: Beginning at the Southeast corner of said lot 148; Thence N. 01° 15' 58" W. PARALLEL WITH THE SOUTH LINE OF SAID LOT 148 FOR 39.23 FEET TI

TGE EAST FACE OF AN EXISTING BUILDING; THENCE S. 02°01'15" E. ALONG THE EAST FACE OF SAID EXISTING BUILDING FOR 9.00 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE N. 88°46'52" E. ON SIDE SOUTH LINE FOR 39.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.01 ACRES.

Together with public rights-of-way adjacent thereto

The District's boundaries do not contain any property not referenced in Resolution No. 3751, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

Section 3. **Approval of Development Plan**. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the City is authorized to enter into a Development Agreement relating to the 502 Lofts Reinvestment Housing Incentive District between the City and the developer thereof and the construction and payment of improvements related thereto in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the Mayor and the City Manager and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Resolution and the Development Agreement, as may be approved by the City Manager and the Mayor and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 4. **Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on February 5, 2025, either of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 253, Lyon County, Kansas (Emporia), determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Lyon County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 253, Lyon County, Kansas (Emporia) or of Lyon County, Kansas.

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

Section 6. **Effective Date**. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Governing Body of the City of Emporia, Kansas, and **SIGNED** by the Mayor on February 5, 2025.

(SEAL)

____
Mayor

ATTEST:

____
City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that the Ordinance was passed on February 5, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in the official City newspaper on February 11, 2025.

DATED: February 11, 2025.

____
City Clerk

DEVELOPMENT AGREEMENT
(502 LOFTS RHID PROJECT)

between

CITY OF EMPORIA, KANSAS

and

502 LOFTS, LLC

DATED AS OF [DATED DATE]

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Exhibit A Legal Description and Map of District
Exhibit B Form of Certificate of Eligible Project Costs
Exhibit C Form of Certificate of Full Completion
Exhibit D Project Budget

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is into by and among the **CITY OF EMPORIA, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "City") and **502 LOFTS, LLC**, a Kansas limited liability company (the "Developer"). The Developer and the City are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, on February 5, 2025, the City passed Ordinance No. 25-04 creating a Reinvestment Housing Incentive District (the "District") and approving a Development Plan (the "Development Plan") pursuant to K.S.A. 12-5241 *et seq.* (the "RHID Act"); and

WHEREAS, the District consists of property generally located at 502 Commercial Street in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

WHEREAS, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. **Rules of Construction**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

A. The terms defined in this Article include the plural as well as the singular.

B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.

C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Commission which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

"**Agreement**" means this Development Agreement, as amended from time to time.

"**Certificate of Eligible Project Costs**" means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B.**

"**Certificate of Full Completion**" means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as **Exhibit C.**

"**City**" means the City of Emporia, Kansas.

"**City Event of Default**" means any event or occurrence defined in **Section 8.02** of this Agreement.

"**City Representative**" means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

"**Construction Plans**" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

"**County**" means Lyon County, Kansas.

"**Developer**" means 502 Lofts, LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

"**Developer Event of Default**" means any event or occurrence defined in **Section 8.01** of this Agreement.

"**Development Plan**" means the Development Plan for the District which was approved by the City pursuant to Ordinance No. 25-04.

"**District**" means the 502 Lofts Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. 25-04, pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

"**Eligible Project Costs**" means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

"**Event of Default**" means any City Event of Default or Developer Event of Default, as applicable.

"**Excusable Delays**" means any delay beyond the reasonable control of the Party affected, caused pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

"**Governmental Approvals**" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

"**Governmental Authorities**" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

"**Pay As You Go**" has the meaning set forth in **Section 4.02**.

"**Permitted Subsequent Approvals**" means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

"**Plans**" means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

"**Project**" means acquisition and rehabilitation of an existing building more than 25 years of age and located within a central business district into a 7-10 unit multifamily residential complex, and all improvements related thereto.

"**Project Budget**" means the project budget as set forth in **Exhibit D** hereto.

"**RHID Act**" means K.S.A. 12-5241 *et seq*., as amended and supplemented from time to time.

"**RHID Increment Fund**" means the 502 Lofts RHID Increment Fund, created pursuant to the RHID Act and **Section 4.03** hereof.

"**RHID Incremental Tax Revenues**" means that amount of eligible ad valorem taxes paid from the Lyon County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

"**RHID Term**" means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 25 years from such date, or (ii) payment to Developer of all Eligible Project Costs, unless otherwise terminated in accordance with the terms of this Agreement.

“**Site Plans**” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer.

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

A. ***Corporate Organization***. The Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, the Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. ***Due Authority***. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. ***No Defaults or Violation of Law***. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. ***No Litigation***. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. ***No Material Change***. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer’s ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. ***Governmental or Corporate Consents***. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. ***No Default***. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. ***Approvals***. Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. ***Construction Permits***. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. ***Compliance with Laws***. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. ***Other Disclosures***. The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. ***Project***. The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

Section 2.02. **<u>Conditions to the Effectiveness of this Agreement</u>.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the operating agreement of the Developer; and

C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and

D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

Section 2.03. **<u>Nullification</u>**. This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

ARTICLE III

THE PROJECT; CONSTRUCTION

Section 3.01. **<u>Project Budget</u>**. The Project will be constructed substantially in accordance with the Project Budget attached as **<u>Exhibit D</u>** hereto.

Section 3.02. **<u>Project Improvements</u>**. The Developer will complete or cause to be completed the renovation of an existing building more than 25 years of age and located within a central business district into a 7-10 unit multifamily residential complex within the District (collectively, the "Project").

Section 3.03. **<u>Project Schedule</u>.**

A. Within 4 months following the execution of this Agreement, Developer will commence or cause to be commenced and will promptly thereafter diligently prosecute to completion the construction of the Project.

B. Within [18] months following the commencement of construction, Developer will complete the Project.

C. The completion of the Project will be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with **<u>Section 3.06</u>** of this Agreement.

D. Subject to Excusable Delays, once the Developer has commenced construction of the Project, Developer will not permit cessation of work on the Project for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. **<u>Project Design; Governmental Approvals</u>.**

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any "substantial changes" must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. The Developer will (1) supply the City with construction documents and a storm water pollution prevention plan; (2) provide for construction observation, testing and inspection; (3) participate in the final inspection; (4) provide material submittals, test results, and as-built plans to the City; and (5) provide for a one-year warranty for the Project.

E. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.

Section 3.05. **Rights of Access**. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

A. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected said Certificate in writing within 45 days following receipt, the Certificate will be deemed approved.

Section 3.07. Industrial Revenue Bonds. Pursuant to Resolution No. 3742 approved by the City Commission on October 16, 2024, the City has declared an intent to issue, pursuant to K.S.A. 12-1740 *et seq*., industrial revenue bonds to finance the Project, subject to satisfaction of certain conditions. No exemption of ad valorem property taxation with respect to property financed by the industrial revenue bonds will be requested by the Developer or granted by the City.

ARTICLE IV

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 4.01. Eligible Project Costs, Generally. In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs. The City will only be obligated to reimburse Developer from available RHID Incremental Tax Revenues and will have no obligation to reimburse Developer from any other source of funds.

Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued. The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project (other than industrial revenue bonds). Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax Revenues as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

Section 4.03. RHID Increment Fund; Reimbursement of Eligible Project Costs.

A. ***Creation of Fund; Deposit of Incremental Tax Revenues***. The City will establish and maintain a separate fund and account known as the 502 Lofts RHID Increment Fund (the "RHID Increment Fund"). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.

B. ***Reimbursement from the RHID Increment Fund***. All disbursements from the RHID Increment Fund will be made only to pay or reimburse payment of Eligible Project Costs. The City will have sole control of the disbursements from the RHID Increment Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Incremental Tax Revenues are available in the RHID Increment Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments made by the City on or about each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Increment Fund until a Certificate of Full Completion is executed by the City. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Lyon County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

The City may, to the extent permitted by law, continue to use any surplus amounts of RHID Incremental Tax Revenues after reimbursing Developer for Eligible Project Costs for any purpose authorized by the RHID Act and Development Plan until such time as the Project is completed, but for not to exceed 25 years from the effective date of the ordinance approving the Development Plan.

Section 4.04. **Reimbursement Requests**.

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.

B. ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than every six months. Requests must be submitted by the Developer to the City not later than January 2 and July 1 for reimbursement on the subsequent February 10 and August 10 dates, respectively.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

D. ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts, proof of payment, or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. ***City Inspection.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. ***City Review of Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Increment Fund in accordance with the terms of this Agreement. If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

Section 4.05. **Right to Inspect and Audit.** The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

ARTICLE V

USE OF THE DISTRICT

Section 5.01. **Land Use Restrictions.** At all times while this Agreement is in effect, the Developer agrees that the Property will be utilized for primarily residential purposes and such other purposes as may be permitted by City Code and applicable zoning regulations, and all other types of land uses are prohibited in the Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

Section 5.02. **Ongoing Performance Standards.** The Project must achieve the following ongoing performance standards:

A. ***Continuous Operation***. The Project may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force majeure or other Excusable Delays. If the Project's operations are interrupted in violation of this Section, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement.

B. ***Maintenance***. Developer will maintain the Project, public access drives, the parking areas, the private road network, landscape areas, and open space areas within the District to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City, including housing code and maintenance standards.

C. ***Operations***. The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

Section 5.03. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners of real property in the District will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 5.04. Financing During Construction; Rights of Holders.

A. ***No Encumbrances Except Mortgages during Construction***. Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. ***Holder Not Obligated to Construct Improvements***. The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. ***Notice of Default to Mortgage Holders; Right to Cure***. With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. ***Construction Period.*** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE VI

ASSIGNMENT; TRANSFER

Section 6.01. **Transfer of Obligations**.

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Commission by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Incremental Tax Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

Section 6.02. **Corporate Reorganization**. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer and/or David Rhodes, owns not less than 51% of any new or restructured company.

Section 6.03. Transfer of the District, the Buildings or Structures Therein.

A. The Developer will be authorized to transfer any property interest within the boundaries of the District in accordance with the requirements of this **Section 6.03**.

B. Developer may sell real estate in the Project Area in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. Developer will notify the City in writing of such transfer not less than 30 days prior to the proposed effective date of any proposed sale or other transfer of any or all of the real property in the District or any interest therein. Such notice shall include (i) a copy of the instrument effecting such sale or other disposition, and (ii) if the transfer includes a transfer of construction or development obligations of this Agreement thereby making the transfer subject to the approval stated in **Section 6.01A**, such notice must include evidence sufficient to the City that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer in accordance with **Section 6.01**.

C. The restrictions in this Section will not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the District or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

ARTICLE VII

GENERAL COVENANTS

Section 7.01. **Indemnification of City**.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

1. The Developer's actions and undertaking in implementation of the Project or this Agreement; and

2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.

3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

Section 7.02. **Insurance**. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02**.

Section 7.03. **Obligation to Restore**.

A. ***Restoration of Project by Developer***. The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. ***Restoration of Project by Third Parties***. If any portion of the Project controlled by an owner, lessee or sublessee other than Developer becomes damaged or destroyed, in whole or in part, by fire or other casualty, such owner, lessee or sublessee will promptly restore, replace or rebuild the same (or will promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Developer and the City, which approval will not be unreasonably withheld. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the Project and will only terminate upon the passage by the City of an ordinance terminating this Agreement or the expiration of this Agreement. Every owner, lessee, sublessee or occupant in the Project acknowledges, by accepting a deed, lease, sublease or other occupancy right in the Project, that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such owner, lessee, sublessee or occupant.

C. ***Enforcement***. The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 7.04. **Non-liability of Officials, Employees and Agents of the City**. No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. **Developer Event of Default**. A "**Developer Event of Default**" means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other agreement between the City and the Developer will also constitute a "Developer Event of Default" under this Agreement.

Section 8.02. **City Event of Default**. A "**City Event of Default**" means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 8.03. **Remedies Upon a Developer Event of Default**.

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developers' rights under this Agreement, including the right to reimbursement from RHID Incremental Tax Revenues.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. **Remedies Upon a City Event of Default**.

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting front such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.05. **Excusable Delays**. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.06. **Legal Actions**. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Lyon County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE IX

GENERAL AND SPECIAL PROVISIONS

Section 9.01. **Mutual Assistance**. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.02. **Effect of Violation of the Terms and Provisions of this Agreement; No Partnership**. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

Section 9.03. **Time of Essence**. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 9.05. Agreement Controls. The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Conflicts of Interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.07. Term. Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

Section 9.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.10. **Tax Implications**. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.11. **Authorized Parties**. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 9.12. **Notice**. All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Manager
City of Emporia, Kansas
104 East 5th Avenue
P.O. Box 928
Emporia, Kansas 66801

To the Developer:

502 Lofts, LLC
1501 H Avenue
Council Grove, Kansas 66846

With a copy to:

City Attorney
City of Emporia, Kansas
104 East 5th Avenue
P.O. Box 928
Emporia, Kansas 66801

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

Section 9.13. **Kansas Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.14. **Counterparts**. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 9.15. **Recordation of Agreement**. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Lyon County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

Section 9.16. **Consent or Approval**. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

Section 9.17. **Electronic Transactions**. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.18. **Cash Basis and Budget Laws**. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq*. and K.S.A. 79-2935 *et seq*.

[Remainder of page left blank intentionally
Signature pages to follow]

THIS AGREEMENT has been executed as of the date first hereinabove written.

CITY OF EMPORIA, KANSAS

____
Mayor

(SEAL)

ATTEST:

____
City Clerk

502 LOFTS, LLC

By: __________________________________
Name: __________________________________
Title: __________________________________

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF DISTRICT

Legal Description of District:

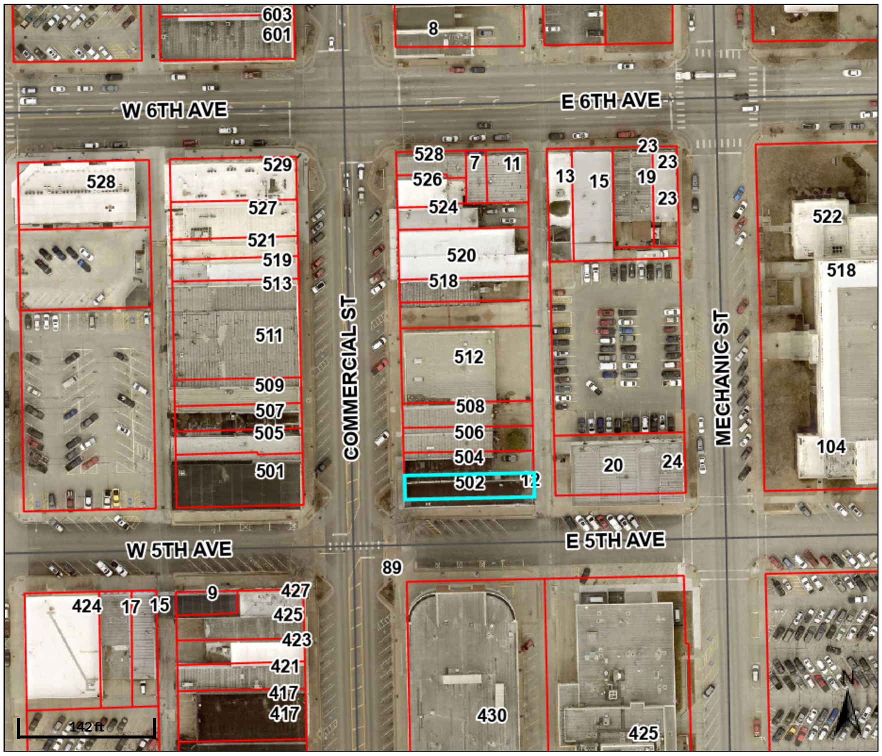
The following described real estate in the City of Emporia, Lyon County, Kansas, together with public rights-of-way adjacent thereto:

> Lot 146 and part of Lot 148 of the Original Town, City of Emporia. Part of Lot 148 is described as follows: Beginning at the Southeast corner of said lot 148; Thence N. 01° 15' 58" W. PARALLEL WITH THE SOUTH LINE OF SAID LOT 148 FOR 39.23 FEET TI TGE EAST FACE OF AN EXISTING BUILDING; THENCE S. 02°01'15" E. ALONG THE EAST FACE OF SAID EXISTING BUILDING FOR 9.00 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE N. 88°46'52" E. ON SIDE SOUTH LINE FOR 39.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.01 ACRES.

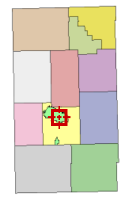
Together with public rights-of-way adjacent thereto

<u>Map of District</u>:

Beacon™ Lyon County, KS



Overview



Legend

Parcels

City Limits

AddressPoints

Road Centerline

Parcel ID	1951501007017000	**Alternate ID**	n/a	**Owner Address**	502 LOFTS LLC
Sec/Twp/Rng	15-19S-11E	**Class**	C - Commercial & Industrial		1501 H AVE
Property Address	502 COMMERCIAL Emporia	**Acreage**	n/a		COUNCIL GROVE, KS 66846-8532

District 005

Brief Tax Description EMPORIA (O.T.), S15, T19S, R11E, LT 146 COMMERCIAL ST (25.0 X 130.0)
(Note: Not to be used on legal documents)

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 8/27/2024
Last Data Uploaded: 8/27/2024 12:26:28 AM

Developed by Schneider GEOSPATIAL

EXHIBIT B

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Emporia, Kansas
Attention: City Manager

Re: 502 Lofts RHID

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [__________] (the "Agreement") between the City and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by [____________] ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.

2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after [________] in connection with the construction of the Project.

3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.

4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Increment Fund, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ______ day of ____________________________, 20____.

502 LOFTS, LLC

By:____________________________________

Printed Name:___________________________

Title:__________________________________

Approved for Payment this___day of__________________, 20___.

CITY OF EMPORIA, KANSAS

By: ________________________________

Title: ________________________________

EXHIBIT C

FORM OF CERTIFICATE OF FULL COMPLETION

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, 502 Lofts, LLC (the "Developer"), pursuant to that certain Development Agreement dated as of [__________], between the City of Emporia, Kansas (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.

1. That as of __________________________, 20_____, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Project.

5. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project.

6. The City's acceptance and the recordation of this Certificate with the Lyon County Register of Deeds will evidence the satisfaction of the Developer's agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ______ day of ________________________, 20______.

502 LOFTS, LLC

By: ________________________________

Name: ________________________________

Title: ________________________________

ACCEPTED:

CITY OF EMPORIA, KANSAS

By: ________________________________

Name: ________________________________

Title: ________________________________

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

PROJECT BUDGET

RHID ELIGIBLE EXPENSES

2nd Floor Residential Improvements	$1,731,568

Column
AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 3 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jan. 24, 2025

Notice ID: p27Mc0ewOB112uFNfMeq
Notice Name: Resolution 3751

PUBLICATION FEE: $382.87

Bettina Shank
Operations Manager

VERIFICATION

LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 04-10-2027

STATE OF KANSAS
COUNTY OF LYON

Signed or attested before me on this
27th day of January, A.D. 2025.

Notary Public

Newspaper page size: Width: 10.12 in., Height: 20.31 in.

RESOLUTION NO. 3751

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (502 LOFTS REINVESMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the "Act") authorizes cities incorporated in accordance with the laws of the state of Kansas (the "State") to designate reinvestment housing incentive districts within such city; and

WHEREAS, the governing body (the "Governing Body") of the City of Emporia, Kansas (the "City") has performed a Housing Needs Analysis dated August 2020 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, Resolution No. 3658 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act, and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated January 4, 2022, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the "Plan") for the development or redevelopment of housing and public facilities in the proposed 502 Lofts Reinvestment Housing Incentive District (the "District") in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

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

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

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

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in ***Exhibit D*** attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in ***Exhibit E*** attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on February 5, 2025 at the City Commission Room located at 518 Mechanic Street, Emporia, Kansas; the public hearing to commence at 11:00 a.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

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

1. A certified copy of this resolution shall be delivered to:
   - A. The Board of County Commissioners of Lyon County, Kansas;
   - B. The Board of Education of Unified School District No. 253, Lyon County, Kansas (Emporia); and
   - C. The Planning Commission of the City of Emporia, Kansas.
2. This Resolution, specifically including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.
3. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall are available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

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

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

ADOPTED by the Governing Body of the City of Emporia, Kansas on December 18, 2024.

(SEAL)

____
Mayor

ATTEST:

____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED
502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

The following described real estate in the City of Emporia, Lyon County, Kansas, together with public rights-of-way adjacent thereto:

> Lot 146 and part of Lot 148 of the Original Town, City of Emporia. Part of Lot 148 is described as follows: Beginning at the Southeast corner of said lot 148; Thence N. 01° 15' 58" W. PARALLEL WITH THE SOUTH LINE OF SAID LOT 148 FOR 39.33 FEET TI TOE EAST FACE OF AN EXISTING BUILDINO; THENCE S. 02°01'15" E. ALONG THE EAST FACE OF SAID EXISTING BUILDING FOR 9.00 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE N. 88°46'52" E. ON SIDE SOUTH LINE FOR 39.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.01 ACRES.

Together with public rights-of-way adjacent thereto

EXHIBIT B
MAP OF PROPOSED
502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

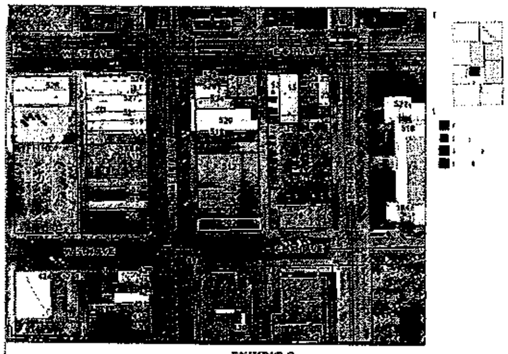


EXHIBIT C
NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED 502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS AND NAMES AND ADDRESSES OF THE DEVELOPERS

Owner of Real Property:	502 Lofts, LLC 1501 H Avenue Council Grove, Kansas 66846
Developer:	502 Lofts, LLC 1501 H Avenue Council Grove, Kansas 66846
Existing Assessed Valuation of the District	Land - $5,156 Improvements - $34,812

EXHIBIT D
DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED 502 LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Housing Facilities
The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 7-10 unit multifamily residential complex. No additional structures are expected to be constructed.
Public Facilities
The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances
The Governing Body of the City of Emporia, Kansas expects to enter into a development agreement with 502 Lofts, LLC, the developer. This agreement is expected to include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Abilene, Kansas.
Feasibility Study
The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of developer funds would be adequate to pay the eligible costs.

Title:	Ordinance No. 25-03 Authorizing the Issuance of Taxable Industrial Revenue Bonds for Capital Holdings, LLC
Agenda Date:	February 5th, 2025
Presented By:	Tayler Wash, Assistant City Manager

Background:

The City of Emporia has been working with Capital Holdings, LLC to facilitate the development of 16 residential duplexes containing 32 apartments across multiple locations within the city. To support this development, the City has previously adopted Resolution No. 3685, as amended by Resolution No. 3690, which expressed the City's intent to issue Industrial Revenue Bonds (IRBs) for the project.

Discussion:

Ordinance No. 25-03 authorizes the issuance of two series of Taxable Industrial Revenue Bonds:

- Series A, 2025 Bonds – $2,600,000
- Series B, 2025 Bonds – $1,400,000

The bonds will be used to finance the purchase, acquisition, construction, furnishing, and equipping of the duplexes, as well as to cover certain issuance costs. The bonds will be secured through a Trust Indenture with Security Bank of Kansas City as the trustee. The ordinance also authorizes the execution of a Lease Agreement with Capital Holdings, LLC, which will be responsible for lease payments.

These bonds are not general obligations of the City and do not constitute a debt against the City's credit or taxing authority. They are payable solely from revenues generated by the lease of the project to Capital Holdings, LLC. The issuance of these bonds is expected to promote economic development and address housing needs in Emporia.

Financial Considerations:

The issuance of the IRBs provides Capital Holdings, LLC with potential property tax abatement on the improvements for up to 10 years, depending on the final structure of the agreement. The City incurs no financial liability, as the bonds are backed solely by lease payments from the developer

Recommended Action:

Approve Ordinance No. 25-03, authorizing the issuance of Taxable Industrial Revenue Bonds, and authorize the Mayor to sign and execute all necessary documents.

Attachments:

Ordinance No. 25-03
Documents (Lease Agreement, Trust Indenture, Bond Placement Agreements, Project Summary)

TRIPLETT WOOLF GARRETSON, LLC

ORDINANCE NO. 25-03

OF THE

CITY OF EMPORIA, KANSAS

AUTHORIZING THE ISSUANCE OF

$2,600,000
CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES A, 2025
(CAPITAL HOLDINGS, LLC)

AND

$1,800,000
CITY OF EMPORIA, KANSAS
SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS
SERIES B, 2025
(CAPITAL HOLDINGS, LLC)

(Published in the *Emporia Gazette*, February 11, 2025)

ORDINANCE NO. 25-03

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS (I) TAXABLE INDUSTRIAL REVENUE BONDS, SERIES A, 2025 (CAPITAL HOLDINGS, LLC), IN THE AGGREGATE PRINCIPAL AMOUNT OF $2,600,000 AND (II) SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS, SERIES B, 2025 (CAPITAL HOLDINGS, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,800,000 FOR THE PURPOSES OF FINANCING 16 RESIDENTIAL DUPLEXES, CONTAINING 32 APARTMENTS AND (3) PAYING CERTAIN COSTS OF ISSUANCE; AUTHORIZING EXECUTION OF A TRUST INDENTURE BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; AUTHORIZING EXECUTION OF ADDITIONAL BOND DOCUMENTS RELATING TO ISSUANCE, PAYMENT AND PURCHASE OF THE BONDS.

WHEREAS, the City of Emporia, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to issue revenue bonds to pay the cost of certain facilities, as such term is defined in the Act, for the purposes set forth in the Act, and to lease and otherwise dispose of such facilities to any person, firm or corporation; and

WHEREAS, the Issuer has previously adopted its Resolution No. 3685, as amended by Resolution No. 3690, evidencing its preliminary intent to issue Bonds in one or more series in an aggregate principal amount estimated to be $4,650,000 for the purpose of purchasing, acquiring, constructing, furnishing, and equipping 16 residential duplexes, containing 32 apartments, located at 1128 Union St., 412 East 12th Ave., 1110 Mechanic St., and 1025 Merchant St. (the "Project") and (ii) paying certain costs of issuing the Bonds; and

WHEREAS, the Issuer has found and here confirms that that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue Taxable Industrial Revenue Bonds, Series A, 2025 (Capital Holdings, LLC), in the aggregate principal amount of $2,600,000 (the "Series A, 2025 Bonds") and Subordinated Taxable Industrial Revenue Bonds, Series B, 2025 (Capital Holdings, LLC) in the aggregate principal amount of $1,800,000 (the "Series B, 2025 Bonds") for the purpose of paying (i) the costs of the Project and (ii) paying certain costs of issuance associated with the Series A, 2025 Bonds and Series B, 2025 Bonds (collectively, the "Bonds"); and

WHEREAS, the Bonds and the interest thereon shall not constitute an indebtedness of the Issuer, within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability by the Issuer, nor shall any of the Bonds or the interest thereon be a charge against the general credit or taxing powers of the Issuer. The Bonds are not general obligations of the Issuer and are payable solely and only from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease (hereinafter defined) and, under certain circumstances, from the proceeds of the Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance, execution and delivery of the Bonds (i) to execute and deliver a Trust Indenture, dated as of March 1, 2025 (the "Indenture"), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as provided therein; (ii) execute and deliver a Lease Agreement, dated as of March 1, 2025 (the "Lease"), by and between the Issuer, as Landlord, and Capital Holdings, LLC, as Tenant (the "Tenant"), for the purpose of leasing the Project to the Tenant in consideration for payments of Basic Rent, Additional Rent and other charges provided for therein; and to execute such other documents and agreements in connection with the issuance of the Bonds, as herein provided;

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

Section 1. Definition of Terms. All terms and phrases used but not defined in this Ordinance shall have the respective meanings given to them in the Indenture and the Lease each as defined above and as authorized and defined by this Ordinance.

Section 2. Authorization to Cause the Project to be Purchased, Acquired, Constructed, Equipped and Installed. The governing body of the Issuer declares the Project (as defined above) will promote the welfare of the City of Emporia, Kansas, and the Issuer is authorized to provide for payment of the costs of the Project in accordance with the provisions of the Indenture (as defined above), all as provided in this Ordinance and in the Indenture and Lease (as defined above) herein authorized.

Section 3. Authorization of and Security for the Bonds. The following revenue bonds of the City are authorized and directed to be issued: (i) City of Emporia, Kansas, Taxable Industrial Revenue Bonds, Series A, 2025 (Capital Holdings, LLC), in the aggregate principal amount of $2,600,000 (the "Series A, 2025 Bonds"), and (ii) City of Emporia, Kansas Subordinated Taxable Industrial Revenue Bonds, Series B, 2025 (Capital Holdings, LLC)" in the aggregate principal amount of $1,800,000 (the "Series B, 2025 Bonds"). The Bonds are issued for the purpose of paying (i) the costs of the Project and (ii) certain costs of issuance associated with the Bonds.

The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series B, 2025 Bonds shall be subordinate in lien, priority and payment to the Series A, 2025 Bonds. The Bonds and any Additional Bonds thereafter authorized by the Issuer and the Trustee in their sole and absolute discretion (herein the "Bonds") may be on a parity with, and equal in priority to, one another and with any Additional Bonds which may be issued on a like parity within the meaning and pursuant to the terms and provision of the Indenture herein defined. The Bonds shall be special limited obligations of the

Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate created thereby, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of Project. The Issuer is authorized to enter into the Lease, under which the Issuer will cause the Project to be acquired and leased to Capital Holdings, LLC, pursuant to and in accordance with the terms and provisions of the Lease.

Section 6. Approval of the Form of Guaranty Agreement. The form of Guaranty Agreement, dated as March 1, 2025 (the "Guaranty Agreement"), pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series A, 2025 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series A, 2025 Bonds, is approved.

Section 7. Approval of the Form of Individual Guaranty Agreement. The form of Individual Guaranty Agreement dated as of closing date of the Bonds, pursuant to which Cory M. Haag, Individually and as Trustee of the Cory M. Haag Revocable Trust Dated March 5, 2013, as amended, jointly and severally, as Individual Guarantors, guarantee to the Trustee, for the benefit of the owners of the Series A, 2025 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series A, 2025 Bonds as provided in the Individual Guaranty Agreement, is approved.

Section 8. Authorization of Bond Placement Agreements. The Series A, 2025 Bonds shall be sold and delivered pursuant to and in accordance with the terms and provisions of a Bond Placement Agreement, dated as of closing date of the Bonds (the "Series A Bond Placement Agreement"), by and between the Issuer, the Tenant, and First National Bank of Hutchinson, as Purchaser of the Series A, 2025 Bonds.

The Series B, 2025 Bonds shall be sold and delivered pursuant to and in accordance with the terms and provisions of a Bond Placement Agreement, dated as of closing date of the Bonds (the "Series B Bond Placement Agreement"), by and between the Issuer, the Tenant and Capital Holdings, LLC, as Purchaser of the Series B, 2025 Bonds.

The Series A Bond Placement Agreement and the Series B Bond Placement Agreement are referred to collectively as the "Bond Placement Agreements".

Section 9. Execution of Bonds and Related Agreements and Documents. The Mayor or acting Mayor of the governing body of the Issuer is authorized and directed to execute the Bonds and deliver them to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Acting Mayor is authorized and directed to execute and deliver the Indenture, the Lease and the Bond Placement Agreements for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Acting Mayor shall approve (after consultation and upon direction of Bond Counsel), which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or any Deputy or Acting City Clerk of the Issuer are authorized and directed to attest the execution of the Bonds, the Indenture, the Lease and the Bond Placement Agreements and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer pledges the Project to the payment of the Bonds, in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds and any Additional Bonds issued under the Indenture are deemed to have been paid within the meaning of the Indenture.

Section 11. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds, the Indenture, the Lease, and the Bond Placement Agreements, all as necessary to carry out and give effect to the transaction described here and in such documents. The Issuer here acknowledges and consents to a Direct Pay Agreement, dated as of March 1, 2025, by and among the Original Purchaser of the Series A, 2025 Bonds, the Trustee and the Tenant.

Section 12. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

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PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas on the 5th day of February 2025.

CITY OF EMPORIA, KANSAS

[seal]

By____
Erren Harter, Mayor

ATTEST:

By__________________________________
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met in regular session, at the usual meeting place in said City on February 5, 2025, at 11:00 a.m., with Mayor Erren Harter presiding, and the following members of the governing body present:

and the following members absent:

Among other business, there came on for consideration and discussion the following:

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS (I) TAXABLE INDUSTRIAL REVENUE BONDS, SERIES A, 2025 (CAPITAL HOLDINGS, LLC), IN THE AGGREGATE PRINCIPAL AMOUNT OF $2,600,000 AND (II) SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS, SERIES B, 2025 (CAPITAL HOLDINGS, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,800,000 FOR THE PURPOSES OF FINANCING 16 RESIDENTIAL DUPLEXES, CONTAINING 32 APARTMENTS AND (3) PAYING CERTAIN COSTS OF ISSUANCE; AUTHORIZING EXECUTION OF A TRUST INDENTURE BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; AUTHORIZING EXECUTION OF ADDITIONAL BOND DOCUMENTS RELATING TO ISSUANCE, PAYMENT AND PURCHASE OF THE BONDS.

After discussion, upon motion by Commissioner ______________, seconded by Commissioner ______________, the Ordinance was passed by a majority of the members of the governing body.

The Ordinance was designated No. 25-03.

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CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the February 5, 2025, meeting of the governing body of the City of Emporia, Kansas.

[seal]

____
Kerry Sull, City Clerk

Commission Action Report
Reject Lift Station #1 Bid

Title: Reject Lift Station #1 Bid

Agenda Date: February 5, 2025

Presented By: Dean Grant, Director of Public Works

Background:

On November 12, 2024, staff opened bids for the construction of Lift Station #1. We received only one (1) bid, from Walters Morgan, with the base bid amount of $3,088,266.00, which is $1,297,396.00 over BG Consultants' engineer's opinion of probable cost of $1,790,870.00.

	BG EOPC	Walters-Morgan
Base Bid	$1,790,870	$3,088,266
Add Alt. 1	$25,000	$25,000
Add Alt. 2	$355,000	$293,000

Discussion:

Staff would like the commission to reject the bid, so the project can be partially redesigned and rebid.

Financial Considerations:

This project is being funded with bond money.

Recommended Action:

Reject Lift Station #1 bid.

Attachments:

Bid Tabulation Sheet

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

Bid Tabulations
Owner: Emporia, KS
Project: Lift Station 1 Improvements
Project #: 22-1164E
Date: 11/12/2024

BASE BID

NO	DESCRIPTION	QUANTITY	UNITS	EOPC Unit Price	EOPC Total Price	Walters-Morgan Unit Price	Walters-Morgan Total Price
1	Mobilization	1	LS	$ 101,400.00	$ 101,400.00	$ 120,000.00	$ 120,000.00
2	Temporary Pumping	1	LS	$ 27,500.00	$ 27,500.00	$ -	$ -
3	Existing Process Demolition, Abandon dry well	1	LS	$ 37,500.00	$ 37,500.00	$ 90,000.00	$ 90,000.00
4	Site Demolition	1	LS	$ 65,000.00	$ 65,000.00	$ 20,000.00	$ 20,000.00
5	Existing Structure Modifications	1	LS	$ 85,000.00	$ 85,000.00	$ 72,000.00	$ 72,000.00
6	New Pump No. 1, Rails, Hardware.	1	LS	$ 115,000.00	$ 115,000.00	$ 59,000.00	$ 59,000.00
7	Existing Pump 2 Retrofit and Installation	1	LS	$ 17,500.00	$ 17,500.00	$ 59,000.00	$ 59,000.00
8	Electrical and Control Improvements	1	LS	$ 165,000.00	$ 165,000.00	$ 289,000.00	$ 289,000.00
9	Vapex NANO Odor Control Equipment & Installation	1	LS	$ 185,000.00	$ 185,000.00	$ 186,000.00	$ 186,000.00
10	Cast-in-Place Screen Structure and Equipment	1	LS	$ 325,000.00	$ 325,000.00	$ 630,000.00	$ 630,000.00
11	Cast-in-Place Wet Well and Piping	1	LS	$ 300,000.00	$ 300,000.00	$ 896,000.00	$ 896,000.00
12	Cast-in-Place Valve Vault, Piping, and Valves	1	LS	$ 125,000.00	$ 125,000.00	$ 199,000.00	$ 199,000.00
13	Precast Flow Meter Vault	1	LS	$ 12,500.00	$ 12,500.00	$ 37,000.00	$ 37,000.00
14	24" PS115 Sewer Main	18	LF	$ 220.00	$ 3,960.00	$ 590.00	$ 10,620.00
15	15" SDR26 Sewer Main	39	LF	$ 100.00	$ 3,900.00	$ 260.00	$ 10,140.00
16	12" DIP Wet Well Overflow Pipe	55	LF	$ 180.00	$ 9,900.00	$ 1,000.00	$ 55,000.00
17	16" R.J. C900 Forcemain	57	LF	$ 120.00	$ 6,840.00	$ 1,400.00	$ 79,800.00
18	12" R.J. C900 Forcemain	90	LF	$ 85.00	$ 7,650.00	$ 220.00	$ 19,800.00
19	16" Forcemain Pigging Assembly	1	LS	$ 25,000.00	$ 25,000.00	$ 36,000.00	$ 36,000.00
20	8" Reinforced Concrete Pavement	427	SY	$ 175.00	$ 74,725.00	$ 200.00	$ 85,400.00
21	2'6" Combined Curb and Gutter	32	LF	$ 85.00	$ 2,720.00	$ 45.00	$ 1,440.00
22	8' Chain Link Fence	405	LF	$ 55.00	$ 22,275.00	$ 52.00	$ 21,060.00
23	16' Cantilever Chainlink Gate w/ Mechanical Operation	1	LS	$ 22,500.00	$ 22,500.00	$ 17,000.00	$ 17,000.00
24	48" I.D. Std Manhole	1	EA	$ 8,000.00	$ 8,000.00	$ 15,000.00	$ 15,000.00
25	60" I.D. Std Manhole	1	EA	$ 9,500.00	$ 9,500.00	$ 42,000.00	$ 42,000.00
26	Jib Crane and Foundation	1	EA	$ 32,500.00	$ 32,500.00	$ 38,000.00	$ 38,000.00
			SUBTOTAL		**$ 1,790,870.00**		**$ 3,088,260.00**
Alternate No. 1							
27	New TPO Roof	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Alternate No. 2					$ -		$ -
28	Emergency Backup Generator (Trailer Mount)	1	LS	$ 355,000.00	$ 355,000.00	$ 293,000.00	$ 293,000.00
			Base Bid + Alt. 1		**$ 1,815,870.00**		**$ 3,113,260.00**
			Base Bid + Alt. 1 + Alt. 2		**$ 2,170,870.00**		**$ 3,406,260.00**

Commission Action Report

Resolution No. 3758 Adopting a Code of Procedure.

Title:	Resolution No. 3758 Adopting a Code of Procedure.
Agenda Date:	February 5, 2025
Presented By:	Christina Montgomery, City Attorney

Background:
The City Commission has discussed implementing a code of procedure for City Commission meetings to promote efficiency, fairness and accountability by providing clear, organized guidelines for discussion, decision-making, and conflict resolution

Discussion:
Resolution No. 3758 adopts a code of procedure for City Commission meetings addressing meeting types, agendas, public comment, motions, voting, application, and amendment.

Financial considerations:
none

Recommended action:
Approve Resolution No. 3758 Adopting a Code of Procedure.

Attachments:
Resolution No. 3758 Adopting a Code of Procedure.

RESOLUTION NO. 3758

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS ADOPTING A CODE OF PROCEDURE

WHEREAS, a code of procedure for meetings promotes efficiency, fairness and accountability by providing clear, organized guidelines for discussion, decision-making, and conflict resolution; and

WHEREAS, the Governing Body has determined that it is advisable to adopt a code of procedure for conducting public meetings of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED, that the Code of Procedure for the City of Emporia, Kansas, as attached, is hereby adopted; and, further, the Code of Procedure shall be incorporated into the City of Emporia Policy Manual.

The Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the Governing Body of the City of Emporia, Kansas, this 5th day of February 2025.

____
Erren Harter, Mayor

Attest:

____
Kerry Sull, City Clerk

CODE OF PROCEDURE
FOR THE CITY OF EMPORIA, KANSAS

1 Definitions.

1.1 Governing Body. The term governing body shall mean all city commissioners, including the mayor.

1.2 Quorum. A quorum shall consist of a majority of the members-elect of the city commission.

1.3 Mayor and Vice-Mayor. The city commission annually selects a mayor and vice-mayor from its membership. The mayor and vice-mayor retain all rights and responsibilities of a city commissioner.

2 Meetings

2.1 Regular Meetings. Regular meetings of the city will be held on the first (1st) and third (3rd) Wednesdays of each month commencing at the hour of 11:00 o'clock a.m. pursuant to Ordinance No. 22-35 and in accordance with applicable state law.

2.2 Special Meetings. A call by the mayor, two (2) members of the governing body, or the city manager shall be sufficient warrant for a special meeting pursuant to Ordinance No. 22-35 and in accordance with applicable state law.

2.3 Annual Business Meeting. The annual business meeting shall be conducted at the first regular meeting in January of each year.

2.4 Quorum Required. A quorum is required at all meetings during which binding action will be taken by the city.

3 Agenda

3.1 Agenda. Prior to each regular and special meeting, the city will distribute an agenda to each governing body member. The agenda will be made available to the public prior to the meeting.

3.2 Setting Agenda. The city manager shall be responsible for setting the agenda.

3.3 Agenda Items. Any governing body member or staff member of the city may request to have an item placed on the agenda. Members of the public may not place an item on the agenda but may request that a governing body or staff member sponsor such an item.

3.4 Additions to Agenda. Items may be added to or removed from the agenda at a regular meeting prior to the beginning of the meeting by city staff, or by motion approved by a majority of those governing body members present and voting. No items may be added to the agenda of a special meeting.

3.5 Order of Business. At the hour appointed for the meeting, the mayor shall call the meeting to order. Upon having a quorum present, the governing body shall proceed to business, which shall be conducted in the order set by the governing body. The mayor shall preside over the meeting. The vice-mayor shall preside over the meeting in the absence of the mayor.

3.6 Consent Agenda. By majority vote of the governing body, any item may be removed from the consent agenda and considered separately.

3.7 Order of Business, Suspended or Amended. By a majority vote of the governing body, the order of business may be amended to add or delete sections as appropriate or may be suspended in its entirety to consider other matters.

3.8 Executive Sessions. Executive sessions may be held at any time in the order of business upon motion.

4 Public Comment

4.1 Public Comment. The governing body may dedicate a portion of any regular or special meeting to public comment.

4.2 **Purpose.** A public comment portion of a meeting is intended to provide citizens with an opportunity to provide input to the governing body on matters of city business. Public comment shall not be used for interactive dialogue or debate.

4.3 **Invitation.** The mayor shall invite individuals wishing to address the governing body to speak one at a time.

4.4 **Identification.** Speakers shall state their name, city of residence and, if applicable, the organization they represent. Any speaker who does not reside in the City of Emporia shall state their county of residence.

4.5 **Time.** Each person shall be given two minutes to speak and shall be permitted to speak once per meeting.

4.6 **Relevance.** Public comments must relate to City business. No obscene, slanderous or threatening remarks are permitted.

4.7 **Noncompliance.** The mayor shall warn any member of the public who fails to comply with public comment procedure, speaks out of turn, or is otherwise disruptive that continued noncompliance may result in revocation of speaking privileges and removal from the premises. If such noncompliance continues, the mayor may ask the individual to leave the meeting or request law enforcement to escort the individual from the premises.

5 Motions

5.1 **Motions; Second.** All motions require a second before such motion may be considered.

5.2 **Withdrawal.** Any governing body member may withdraw their motion or their second to a motion at any time prior to voting. If the original movant withdraws their motion, the entire motion dies. If the seconder withdraws, the motion may be seconded by another governing body member and continued.

5.3 **Debate.** All motions are debatable unless otherwise noted in the section governing that motion.

5.4 **Substantive Motion.** Only one main substantive motion may be pending on the floor at any one time. It must be withdrawn or advanced to a vote before another substantive motion is introduced.

5.5 **Substitute Motion.** Substitute motions are prohibited. Substantive motions must be withdrawn or advanced before another substantive motion is introduced.

5.6 **Motion to Amend.** A motion to amend is in order when the proposal is to change, add, or delete words from the main substantive motion. If the motion is to amend a document before voting on its adoption, it is advisable to reduce the change to writing, but it is not required if all members of the governing body understand the amendment. A vote on an amendment is not a final vote on the underlying substantive motion. To pass the underlying substantive motion requires a vote.

5.7 **Motion to Pass an Ordinance.** All ordinances of the city shall be considered at a public meeting of the governing body. No ordinance shall contain more than one subject, which shall be clearly expressed in its title.

5.8 **Motion to Refer.** If the governing body deems it appropriate, it may refer an ordinance, resolution, contract, or other matter back to staff, committee, board, or other appropriate location for further review and consideration. Such motion may or may not contain a time certain for the item to be returned to the governing body.

5.9 **Motion to Reconsider; Prohibited.** Motions to reconsider are prohibited. Any governing body member may make a new substantive motion on a matter previously considered by the city.

5.10 **Motion to Call the Question.** A motion to call the question is a subsidiary motion to end discussion and bring a pending substantive motion to a vote. The motion must be seconded and carried by majority vote with no discussion permitted. Upon successful passage, a vote on the pending substantive motion shall be conducted with no further discussion.

5.11 Motion to go into Executive Session. A motion to recess into executive session shall include 1) a statement describing the subjects to be discussed, 2) the statutory justification, and 3) the time and place at which the meeting shall resume. While not required, the motion may also state who is to be present in the executive session. This motion must be made, seconded, and carried. The complete motion must be recorded in the minutes of the meeting. The open meeting may not reconvene until the time stated in the motion.

5.12 Motion to Adjourn to a Later Date and Time. If the governing body is unable to complete its agenda during the time allotted for the meeting, the meeting may be adjourned to a time and date certain to continue the regular or special meeting. The motion shall state the time, place, and date for the meeting to reconvene. If the motion is adopted, the meeting is adjourned to the specified time, place, and date.

5.13 Motion to Adjourn. At the conclusion of the agenda, a motion to adjourn is in order and requires a majority vote.

6 Voting

6.1 Form of Vote. Votes shall be by voice vote or, in the alternative; the mayor may request that a vote be by "show of hands."

6.2 Election. Election may be by written ballot. All written ballots shall be considered open public records. No vote shall be by secret ballot.

6.3 Duty to Vote. Members of the governing body have a duty to vote unless such member has a conflict of interest or other conflict that appears to make voting on an issue improper. Any member who chooses to abstain must state, for the purpose of its inclusion in the minutes, the reason for the abstention.

6.4 Vote by Mayor. The mayor has a vote on all matters. The mayor does not have a "second vote" to break a tie.

6.5 Recording. Upon final passage of a matter, the vote shall be recorded in the minutes.

6.6 Votes; Non-Ordinance Matters. Unless otherwise specifically required by law, the adoption or rejection of resolutions and other motions shall be by a majority of those present. An abstention shall be counted with the prevailing side.

6.7 Votes; Ordinary Ordinance. The adoption of an ordinary ordinance requires an affirmative vote by a majority of the members-elect of the governing body.

6.8 Votes; Charter Ordinance. The adoption of a charter ordinance requires a two-thirds vote of the members-elect of the governing body.

6.9 Appointments to Non-Elected Positions. Appointments to boards and other non-elected positions are by motion, second, and a vote.

7 Application & Amendment

7.1 Rules. The mayor shall rule on procedural matters during meetings. For those matters not covered by these rules, the procedure shall be as decided by a majority vote of the governing body.

7.2 Amendment. These rules may be amended after adoption by a subsequent ordinance amending specific rules as identified in the ordinance. Such ordinance amends the adopting ordinance.

7.3 Suspension of Rules; Prohibited. The rules may not be suspended by the governing body during any meeting.

Commission Action Report
Accept Grant from Federal Home Loan Bank of Topeka

Title:	Accept $450,000 Grant from The Federal Home Loan Bank of Topeka's Affordable Housing Program
Agenda Date:	February 5, 2025
Presented By:	Jeff Lynch, Community Development Coordinator

Background:
Since 2000 the city has obtained and completed many Affordable Housing Program (AHP) grants from the Federal Home Loan Bank of Topeka for the rehabilitation of low-income, owner-occupied homes.

Discussion:
This grant would continue the city's efforts to improve housing by providing $450,000 in funding to make the needed repairs to 30 qualified homes located within the city limits. All homes assisted are required to be occupied by the owners. 18 units will need to be occupied by owner/residents whose income is less than 50% of the Area Median Income (AMI), and 12 units will need to be within the 60% AMI limits. Other requirements include real estate property taxes must be current, no rentals, and no delinquent loans may exist on the property.

The City will partner with the Federal Home Loan Bank member, ESB Financial, to carry out this grant. ESB will be contributing $3,000 to help assist the rehabilitation effort.

Financial considerations:
N/A

Recommended action:
Accept $450,000 Grant from The Federal Home Loan Bank of Topeka's Affordable Housing Program and authorize the Mayor to sign all necessary documents.

Attachments:
AHP Grant Agreement

Affordable Housing Program Agreement for Owner-occupied Project

Federal Home Loan Bank of Topeka ("FHLBank"), ESB Financial ("Member"), and City of Emporia ("Project Sponsor") enter into this Affordable Housing Program Agreement for Owner-occupied Project ("Agreement"), effective December 20, 2024 which sets forth the respective duties and obligations of FHLBank, Member and Project Sponsor with regard to the Affordable Housing Program ("AHP") Application ("Application") submitted for 2024A10020 2024 Fix Emporia ("Project"). This Agreement shall be binding upon the parties and upon any successor in interest to the parties.

Member and Project Sponsor are bound by the terms and conditions of the Application, including any and all representations made in the Application, and by the terms and conditions set forth on Exhibit A. The Project's commitments are as follows:

Project must start by:
December 20, 2025
Requests for Subsidy Must Be Submitted By (42 months from the date of this Agreement):
June 20, 2028
Project must be Fully Funded and Complete By (48 months from the date of this Agreement):
December 20, 2028

Amount and Type of AHP Subsidy (hereinafter "subsidy"): $450,000.00 direct subsidy

Total AHP-assisted Units: 30

Income Targeting:
Units at or below 50% of the area median income: 18 units
Units at or below 80% of the area median income: 12 units

Donated/Government Conveyed Property: N/A

Project Sponsorship (Governmental): City of Emporia, shall be integrally involved, as defined in the AHP Implementation Plan.

Home Purchase by Low- or Moderate-Income Households: N/A

Underserved Communities and Populations:

Housing for Special Needs: Minimum 50% of the units

Housing for Other Targeted Populations:

Large Units: Minimum 50% of the units

Creating Economic Opportunity (Promotion of Empowerment):

Homeowner Education/Counseling: Minimum 50% of the units

Financial Education (and/or Credit Counseling): Offer to 100% of the units

Education/Training Programs: Offer to 100% of the units

Mental/Behavioral Health Services: Offer to 100% of the units

Community Stability:

Preservation of Affordable Housing (Owner-occupied Rehabilitation): 100% of the units

FHLBank Priorities:

AHP Subsidy per Unit (average): $15,000.00

Member Financial Participation: Minimum 20% of the units

Low Cost Development per Unit (average): <$50,000

Qualified Census Tract/Difficult Development Area: Minimum 20% of the units

In-district: Minimum 50% of the units

Retention Period: **N/A**

The parties hereto accept the terms and conditions as set forth herein, including Exhibit A. The parties also represent and warrant that they have full corporate power and authority and have received all corporate and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement and that at all times they will adhere to the terms and conditions set forth herein. Member acknowledges that it has been notified of the requirements of the applicable FHFA regulations and all FHLBank policies relevant to Member's Application for subsidy. In addition, the parties agree that the Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Project Number: 2024A10020

Agreed to and Accepted-**Member**

By: ____________________________________
Name: ________________________________
Title: ________________________________
For: ESB Financial

Project Name: 2024 Fix Emporia

Agreed to and Accepted-**Project Sponsor**

By: ____________________________________
Name: ________________________________
Title: ________________________________
For: City of Emporia

Federal Home Loan Bank Topeka

By: ___________________________________
Name: Kylie Mergen
Title: FVP, CIO, Director of HCD

Exhibit A to Affordable Housing Program Agreement for Owner-Occupied Project

The parties agree to the following terms and conditions:

1. **General.**

   1.1. The parties are bound by and each of the following are incorporated in this Agreement and all agreements between FHLBank, Member, and Project Sponsors receiving subsidy under the competitive application program: (i) the Federal Home Loan Bank Act (12 U.S.C. 1430(j)); and the Affordable Housing Program ("AHP") regulations at 12 C.F.R. Part 1291 of the Federal Housing Finance Agency ("FHFA") as may be in effect from time to time, or the regulations in effect from time to time of any successor in interest to FHFA ("AHP Regulations"); and (iii) the Affordable Housing Program Implementation Plan of FHLBank or any successor in interest to FHLBank as may be in effect from time to time ("AHP IP"). To the extent the Federal Home Loan Bank Act or AHP Regulations are amended from time to time, this Agreement is deemed to incorporate and conform to any new requirements in the Federal Home Loan Bank Act or AHP Regulations. No amendment to the Federal Home Loan Bank Act or AHP Regulations identified in this paragraph shall affect the legality of actions taken prior to the effective date of such amendment.

   1.2. To the extent the applicable AHP Regulations or the provisions of the AHP IP are inconsistent with any term or provision of this Agreement, the AHP Regulations and AHP IP shall govern.

   1.3. This Agreement constitutes an agreement between Member and Project Sponsor to use the subsidy in accordance with the terms of the Member's approved application for subsidy, this Agreement, and the applicable requirements of the AHP Regulations and AHP IP.

   1.4. Each term defined in the AHP IP and used in this Agreement without definition shall have the meaning assigned to such term in the AHP IP, unless expressly provided to the contrary.

   1.5. The headings contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.

   1.6. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

   1.7. This Agreement supersedes any and all prior agreements and understandings, written or oral, and contains the entire Agreement of the parties as to the matters covered.

   1.8. This Agreement shall be fully executed by Member and Project Sponsor and returned to FHLBank.

2. **Transfer of AHP Obligations.** A Member shall make best efforts to transfer its obligations under the Application and this Agreement to another member in the event of its loss of membership in FHLBank, prior to FHLBank's final disbursement of the subsidy. If, after final disbursement of a subsidy to Member, Member undergoes an acquisition or a consolidation resulting in a successor entity that is not a member of FHLBank, the nonmember successor entity assumes Member's obligations under its Application for subsidy. Where Member received an AHP subsidized advance, the nonmember entity assumes such obligations until prepayment or orderly liquidation by the nonmember entity of the AHP subsidized advance.

3. **Notification.** Member and Project Sponsor shall promptly report to FHLBank any material changes in the financial structure of the project including, but not limited to, any, adjustments to the source and uses of funds, failure to receive other project-related funds, or any other material changes in the Project's scope and terms. FHLBank retains the right to re-evaluate the need for the subsidy throughout the project's life cycle and make such modifications thereto, as it deems appropriate.

4. **Modification.** Modifications to this Agreement may be made by written request to FHLBank as set forth in AHP IP *Section V. AHP Processes, A. AHP Funding Procedures, 3. Modifications*. FHLBank may also initiate a modification of the commitments set forth in this Agreement.

5. **Subsidy Disbursement and Use.**

   5.1. Subsidy disbursement requests must be submitted within the time frame required by AHP IP *Section II. AHP Minimum Eligibility Requirements, I. Timing of AHP Subsidy Use*.

   5.2. FHLBank disburses AHP funds on a reimbursement basis, post-closing or post rehabilitation and in accordance with the AHP IP *Section V. AHP Processes A. AHP Funding Procedures*. FHLBank reserves the right to approve or deny disbursement requests based on its review of submitted documentation.

   5.3. Prior to each disbursement of subsidy, FHLBank shall confirm the Project meets all obligations set forth in this Agreement and eligibility, progress, feasibility, and other requirements as set forth in AHP Regulations and the AHP IP. To ensure the level of subsidy from FHLBank is still warranted on the funding date, in conformity with the requirements of the applicable AHP Regulations, FHLBank will reevaluate the subsidy level and will only fund that portion of the subsidy deemed necessary by FHLBank. FHLBank will conduct the reevaluation in accordance with the AHP IP, including AHP IP *Sections II. AHP Minimum Eligibility Requirements, C. Need for Subsidy*; *II.D. Project Costs*; *II.F. Project Feasibility*; and *II.S. Site Visits*; and *Section V. AHP Processes, C. AHP Project Completion Reporting*.

   5.4. At disbursement, Member shall certify: (a) it has reviewed the documentation submitted by Project Sponsor as required by FHLBank; (b) the use of subsidy for this household is consistent with AHP Regulations, including the commitments made in this Agreement; and (c) the disbursement request complies with FHLBank's feasibility guidelines as stated in the AHP IP in effect at the time the Application was approved for funding.

   5.5. Compliance with the commitments made in this Agreement, AHP Regulations, and the AHP IP will be evaluated by FHLBank as the project progresses. FHLBank may, in its sole discretion, deny disbursement requests if the project is not in compliance with commitments made as described above.

   5.6. FHLBank will disburse a subsidy only to institutions that are members of FHLBank at the time the Project requests a draw-down of the subsidy. If an institution with a pending request for disbursement of subsidy loses its FHLBank membership, FHLBank may disburse the subsidy to an FHLBank member that has assumed the obligations of the Application and this Agreement, or FHLBank may disburse a subsidy through another Federal Home Loan Bank if a member of that Federal Home Loan Bank has assumed the institution's obligations under the Application and this Agreement.

   5.7. Member shall pass on the full amount of the subsidy to the Project for which the subsidy was approved.

5.8. Member and Project Sponsor shall use the subsidy in accordance with this Agreement, the applicable AHP Regulations, and the AHP IP, including feasibility guidelines in effect at the time the Application was approved for funding and policies and procedures in effect at the time of disbursement request. AHP funds may not be used for processing, such as administrative or operating expenses of Member, and may not be used to fund operating or other reserves for the Project.

5.9. Member shall not be liable to FHLBank for the return of amounts that cannot be recovered from Project Sponsor after completion of reasonable collection efforts by Member.

6. **Monitoring.**

6.1. Member and Project Sponsor shall comply with the monitoring requirements of the AHP Regulations and the AHP IP.

6.2. Following Project approval and prior to the Project Completion date, Project Sponsor shall provide reports to FHLBank semi-annually indicating whether reasonable progress is being made towards completion of the Project in compliance with the commitments made in this Agreement, FHLBank policies, and the requirements of the applicable AHP Regulations.

6.3. Within one year of the Project Completion date, the Project Sponsor will certify Project compliance by providing the project completion reporting documentation set forth in AHP IP *Section V. AHP Processes, C. AHP Project Completion Reporting*.

6.4. FHLBank, in its sole discretion, may perform site visits, access the property and review all project compliance and required completion documentation, including but not limited to completion status and household and financial information.

7. **Retention.**

7.1. Member shall ensure that where a household receives AHP subsidy for purchase or purchase-related repairs of an owner-occupied unit, the unit is subject to a recorded deed restriction or other legally-enforceable recorded retention agreement or mechanism requiring retention for 5 years (60 months) from the closing date for the purchase of the property ("Real Estate Retention Agreement").

7.2. The executed and recorded Real Estate Retention Agreement shall be provided to FHLBank prior to FHLBank disbursing the funds to Member.

7.3. The member shall ensure any Real Estate Retention Agreement under this paragraph requires that:

a. FHLBank, and in FHLBank's discretion any designee of FHLBank, shall be given notice of any sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the five-year retention period.

b. Any repayment of the subsidy shall be made to FHLBank.

c. The obligation to repay AHP subsidy to FHLBank shall terminate after any event of foreclosure, transfer by deed-in-lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to HUD, or death of the AHP-assisted homeowner.

d. In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the retention period, the amount of AHP subsidy calculated in accordance with Section 8 (below) and as set forth in the AHP IP shall be repaid to FHLBank unless one of the following exceptions applies:

- The unit was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
- The subsequent purchaser, transferee, or assignee is a low- or moderate-income household, or proxy for such household as defined by FHLBank in Exhibit E of the AHP IP;
- The amount of the AHP subsidy that would be required to be repaid is $2,500 or less;
- Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism as defined in this section.

8. **Subsidy Repayment.**

8.1. If Member or Project Sponsor lends a direct subsidy to the project, any repayments of principal and payments of interest received by Member or Project Sponsor prior to the expiration of the retention period must be paid forthwith to FHLBank.

8.2. *Repayment of direct subsidy.* In the case of a direct subsidy, such repayment of AHP subsidy shall be made: A) to FHLBank if (i) FHLBank has not authorized re-use of the repaid AHP subsidy or has authorized re-use of the repaid subsidy but not retention of such repaid subsidy by the Member or Project Sponsor pursuant to 12 C.F.R. § 1291.64(b), or (ii) FHLBank has authorized retention and re-use of such repaid subsidy by the Member or Project Sponsor pursuant to such section and the repaid subsidy is not re-used in accordance with the requirements of FHLBank and such section; or (B) to the Member or Project Sponsor for re-use by such Member or Project Sponsor if FHLBank has authorized retention and re-use of such subsidy by the member or project sponsor pursuant to 12 C.F.R. § 1291.64(b).

8.3. *Repayment of Subsidy Calculation for Owner-occupied Projects.* In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by a household during the retention period, not subject to one of the exceptions listed in Section 7.3 above, the amount of AHP subsidy a household subject to an AHP retention is required to repay shall be the lesser of:

a. The AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP five-year retention period; or

b. Any Net Proceeds, as defined in the AHP IP, from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted Household's Investment, as defined in the AHP IP.

9. **Noncompliance.**

9.1. FHLBank may, in its sole discretion, suspend or debar a Member or Project Sponsor from participation in the AHP if such party shows a pattern of noncompliance, or engages in a single instance of flagrant noncompliance, with the terms of an approved Application for subsidy, this Agreement, requirements of the applicable AHP Regulations or FHLBank policies, including the AHP IP.

9.2. Member and Project Sponsor each acknowledge that failure to comply with AHP Regulations or FHLBank policy and procedures, including the AHP IP will result in sanctions that may include, but may not be limited to, restrictions on current or future participation in the AHP, and/or moratoriums on transfer of approved AHP funds for any application, including this Project.

9.3. *Noncompliance by the member.* Member shall repay to FHLBank any portion of the subsidy, including interest as determined in FHLBank's discretion, that, as a result of Member's actions or omissions, was not used in compliance with the terms of this Agreement or the requirements of the applicable AHP Regulations or FHLBank's AHP IP guidelines in effect at the time the Application was approved for funding in accordance with the requirements of 12 C.F.R. § 1291.61, unless such noncompliance is cured by Member within a reasonable period of time as determined by FHLBank, or circumstances of such noncompliance are eliminated through a modification of the this Agreement, pursuant to the applicable AHP Regulations.

9.4. *Noncompliance by a project sponsor.* In the event of noncompliance with the commitments made in this Agreement or any provisions of this Agreement, including any use of AHP subsidy by the project sponsor for purposes other than those committed to in the AHP application, FHLBank shall request elimination of project noncompliance or shall pursue reasonable collection efforts as set forth in AHP IP *Section V.A.3. Modification and Section V.I. Reasonable Collection Efforts*.

10. **Indemnification.** Member shall not be liable in any manner for the negligent or willful acts or omissions of Project Sponsor or any agent, representative or employee thereof. Project Sponsor shall indemnify Member for any damages or costs related to any such negligent or willful acts or omissions.

11. **Publicity.** Member and Project Sponsor are required to include specific reference to **"FHLBank Topeka – Affordable Housing Program"** on all project signs, internet sites, press releases, letters and notices to government agencies, elected officials, newspapers or any other media concerning this project and any other printed or published materials describing the project. Member and Project Sponsor shall cooperate with FHLBank in acknowledging and promoting the involvement of FHLBank in funding for this Project.

12. **Compliance with Laws.** Member and Project Sponsor shall at all times comply with all federal, state, and local laws, ordinances, codes, regulations, and orders that are applicable to the operation of their business and to this Agreement and their performance hereunder. This includes, but is not limited to, compliance with fair housing and fair lending laws. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

13. **Confidentiality.** All parties acknowledge and agree that nonpublic personal information about consumers and customers, as defined in the Gramm Leach Bliley Act of 1999 and implementing regulations, will be maintained in a confidential manner, and shall be used and disclosed to third parties only to carry out the purposes contemplated in this Agreement and as permitted or required by law. All parties shall maintain appropriate procedures to safeguard the security of such information. This provision shall survive termination of the Agreement.

14. **Independent Contractors.** The parties agree that their relationship shall be that of independent contractors, and no partnership, joint venture, or employment relationship exists between the parties.

15. **Supplier Diversity.** FHLBank encourages supplier diversity. Additional information is available on FHLBank's website.

16. **Equal Opportunity.**

16.1. Member and Project Sponsor shall practice the principles of equal opportunity and non-discrimination in all business activities, to the maximum extent possible, and at a minimum regardless of race, color, creed, religion, sex, age, sexual orientation, national origin, ancestry, pregnancy, parental status, citizenship status, disability, genetic information, military status, gender identity and expression, or marital status. Business activities include operational, commercial and economic endeavors of any kind, whether for profit or not for profit and whether regularly or irregularly engaged in, and include, but are not limited to, management, employment, procurement, and all types of contracts.

16.2. Member and Project Sponsor shall include the provisions of paragraph 16.1 to the maximum extent possible, in each subcontract it enters for services or goods provided to FHLBank.

16.3. In the event of Member's or Project Sponsor's noncompliance with this section, this Agreement may be cancelled, terminated or suspended, in whole or in part, without penalty to FHLBank.

17. **Suspended Counterparties.**

17.1. Notwithstanding any other provision of this agreement, FHLBank may terminate this Agreement, in whole or in part, without penalty to FHLBank, in the event the Member or Project Sponsor is suspended by the FHFA pursuant to 12 C.F.R. Part 1227 or is listed on the Office of Foreign Assets Control's Sanctions List.

17.2. FHLBank's AHP subsidy application form and AHP subsidy disbursement form for each subsidy disbursement (or other related documents) will include a requirement for the Project Sponsor to provide a certification that it meets the Project Sponsor qualifications criteria established by FHLBank and that it has not engaged in, and is not engaging in, covered misconduct as defined in FHFA's Suspended Counterparty Regulation (12 C.F.R. Part 1227).

18. **Fraud and Anti-Money Laundering Reporting and Prevention.**

18.1. Member and Project Sponsor agree to promptly report incidents of fraud or suspected fraud to FHLBank. Additional information is available on FHLBank's website.

18.2. Member and Project Sponsor represent that fraud awareness policies, best practices, and internal controls are in place.

18.3. Member has established and maintains an adequate and effective internal control environment, including effective anti-money laundering controls, designed to prevent the use of FHLBank's products and services, including AHP funding, to facilitate money laundering, the funding of terrorists, fraud or other criminal activity. Member shall ensure that each intermediary (if any) and each recipient or beneficiary of AHP funding is included within the scope of Member's know-your-customer processes. Member complies with all applicable Bank Secrecy Act and Office of Foreign Assets Controls (OFAC) requirements as they relate to the AHP and certifies that Member has conducted (or caused to be conducted) a screen to confirm that each party to this Agreement, with the exception of FHLBank or its employees, is not a "specially designated national and blocked person" (SDN) on the SDN list maintained by OFAC.

Title:	Resolution No. 3759 Requesting the City of Emporia Public Building Commission to Issue Revenue Bonds for constructing and equipping fire station facilities.
Agenda Date:	February 5, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:

The City of Emporia is currently constructing Fire Station # 1 and will be upgrading Fire Station #2.

Discussion:

Resolution requesting the City of Emporia Public Building Commission to issue $15,750,000 in PBC Revenue Bonds for the purpose of construction and equipping fire station facilities is required because the City of Emporia will lease the fire station facilities from the City of Emporia PBC.

Financial Considerations:

The City will make lease payments from funds of the City (Bond & Interest Fund). The funds are made of the City are made available from the retirement of previous City bond issues.

Other Considerations:

The Resolution will proceed action by the City of Emporia Public Building Commission to issue $15,790,000 in PBC Revenue Binds.

Recommended Action:

Authorize Resolution No. 3759 requesting City of Emporia Public Commission to issue $15,790,000 in Revenue Bonds for the purpose of paying all or a portion of the costs construction and equipping Fire Station facilities.

Attachments:

Resolution No. 3759
Preliminary Official Statement for Series 2025 Revenue Bonds.

Gilmore & Bell, P.C.
01/28/2025

RESOLUTION NO. 3759

A RESOLUTION REQUESTING THE CITY OF EMPORIA, KANSAS PUBLIC BUILDING COMMISSION TO ISSUE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $15,790,000 FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE COSTS TO ACQUIRE A SITE AND CONSTRUCT AND EQUIP THEREON A FIRE STATION FACILITY TO BE LEASED TO THE CITY OF EMPORIA, KANSAS.

WHEREAS, the governing body of the City of Emporia, Kansas (the "City") hereby deems it advisable to acquire a site and construct and equip thereon a fire station facility (the "Project"); and

WHEREAS, the estimated costs to acquire, develop, construct, equip and finance the Project are $16,000,000; and

WHEREAS, under the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance No. 45 of the City (collectively the "Act"), the City has heretofore created the City of Emporia, Kansas Public Building Commission, a municipal corporation of the State of Kansas (the "PBC"); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs of the Project; and

WHEREAS, the City deems it advisable to request that the PBC provide for the financing of the Project.

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

Section 1. **Authorization of Project**. It is hereby deemed and declared to be necessary to authorize the Project at an estimated acquisition, development, construction, equipping and financing cost of $16,000,000.

Section 2. **Financing of Project**. In order to pay all or a portion of the costs of the Project and related reserves and financing costs, it is necessary and desirable for the PBC to issue revenue bonds in one or more series (the "Bonds"). It is hereby requested that the PBC issue the Bonds in an aggregate amount not to exceed $15,790,000, in accordance with the provisions of the Act and all other laws of the State of Kansas supplemental thereto or amendatory thereof. The City hereby requests that the PBC proceed with the issuance of such revenue bonds without providing an opportunity for protest as authorized in Charter Ordinance No. 45 of the City. The City also hereby declares an intent to enter into a lease or lease-purchase agreement with the PBC pursuant to the Act to provide for the source of repayment of the debt service on the Bonds and other expenses, subject to final approval of such lease by the governing body of the City.

Section 3. **Previous Actions**. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the City or the officials of the City, directed toward the Project, or the leasing of the Project from the PBC, are hereby ratified, approved and confirmed.

Section 4. **Reimbursement**. The City previously approved reimbursement of expenditures for Project costs incurred on or after 60 days prior to October 2, 2024, pursuant to Resolution 3739 and Treasury Regulation §1.150-2.

Section 5. **Effective Date**. This resolution shall be effective from and after its adoption.

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ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas, on February 5, 2025.

(Seal)

____

Mayor

ATTEST:

____

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 3759 of the City of Emporia, Kansas adopted by the governing body on February 5, 2025, as the same appears of record in my office.

DATED: February 5, 2025.

____

Clerk

Gilmore & Bell, P.C.
01/28/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON FEBRUARY 5, 2025**

The governing body met in regular session at the usual meeting place in the City, at 11:00 a.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 Resolution entitled:

A RESOLUTION REQUESTING THE CITY OF EMPORIA, KANSAS PUBLIC BUILDING COMMISSION TO ISSUE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $15,790,000 FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE COSTS TO ACQUIRE A SITE AND CONSTRUCT AND EQUIP THEREON A FIRE STATION FACILITY TO BE LEASED TO THE CITY OF EMPORIA, KANSAS.

Commissioner ____________________ moved that the Resolution be adopted. The motion was seconded by Commissioner ____________________. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: ____.

Nay: ____.

The Mayor declared the Resolution duly adopted, the Resolution was then duly numbered Resolution No. 3759, and was signed by the Mayor and attested by the Clerk and was directed to be forwarded by the Clerk to the City of Emporia, Kansas Public Building Commission.

* * * * * * * * * * * * * *
(Other Proceedings)

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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

Commission Meeting **1:30 p.m.** **January 21, 2025**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, January 21, 2025, with Mayor Harter presiding and Commissioners Curtis, Sauder and Smith present. Commissioner Brinkman was absent. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

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.

No comments were made at this time.

Representatives and the 5th Grade Class from Sacred Heart Catholic Schools were in attendance to accept a proclamation declaring the week from January 26 through February 1, 2025, as “Celebrate Catholic Schools Week’ in Emporia. They stated each year the Archdiocese of Kansas City in Kansas designates one week during the year to highlight Catholic Schools. The presence of a Catholic School in our community has proven to be an additional amenity and incentive in the education of the youth of Emporia. They stated Sacred Heart Catholic School is proud to be where students consistently work to their full potential. The legacy of Sacred Heart School will live on for many years thanks to dedicated administrators, teachers, and students, as well as a very supportive community.

Mayor Harter then presented the proclamation.

Representatives with the Emporia Sertoma Club were in attendance to accept a proclamation declaring January 23, 2025, as “Emporia Sertoma Club Day” in Emporia. They stated this is the 100th anniversary of the Emporia Sertoma Club. Since its founding on January 23, 1925, members of the Emporia Sertoma Club have generously given of their time, talent, and resources and have actively served the community of Emporia by carrying on Sertoma tradition through a host of projects and sponsorships. Members are encouraged to follow the highest rules of ethics and morality and provide service to mankind while encouraging individuals to reach their potential. They stated the Emporia Sertoma Club is now the fourth oldest continuously operating Sertoma Club in the United States.

Mayor Harter then presented the proclamation.

Representatives with the Girl Scouts of Kansas Heartland Council were in attendance to accept a proclamation declaring January 31, 2025, as "Girl Scouts of Kansas Heartland Council 100th Anniversary" in Emporia. They stated the 100th anniversary of the formation of the Girl Scouts of Kansas Heartland through its Camp Double E and council staff located in Emporia, Kansas, has inspired thousands of Kansas girls and women to strive for the highest ideals of courage, confidence and character. In celebration of the 100th Anniversary, girls and adults across Girl Scouts of Kansas Heartland performed 100 acts of service to benefit multiple organizations throughout the Emporia community and across the state. They stated Girl Scouts of Kansas Heartland is continuing a legacy of providing girls with the tools to become leaders dedicated to making the City of Emporia a better place.

Mayor Harter then presented the proclamation.

CITY COMMISSION
(Regional Development Association of East Central Kansas)
(Restructuring Board)

City Manager Cocking stated Mayor Harter submitted a letter requesting the reorganization of the Regional Development Association Board to include a majority of city representatives. Members of the RDA Board and City staff met to discuss a potential path forward. The RDA Board approved a motion to task the existing Economic Advancement Committee with evaluating the VisionFirst report. He stated the evaluation includes reviewing the RDA's structure and recommending any necessary changes to strengthen the community's economic development efforts.

Key Points

1. **RDA Board to Become a Working Board**
    - o The RDA Board recognizes the Mayor's request for a more "working board" model, one that actively leverages the diverse skills and networks of its members.
2. **VisionFirst Report Evaluation**
    - o The Economic Advancement Committee will review the VisionFirst report and propose any necessary structural adjustments for consideration by the Member Boards.
    - o The Committee's recommendations are to be delivered by April 1, 2025.
3. **Facilitation and Representation**
    - o Each Member Board is encouraged to select knowledgeable, engaged representatives.
    - o Kathy Sexton, with Wichita State University (WSU), has been hired to serve as the professional facilitator, ensuring the Committee's discussions remain well-managed and inclusive.
4. **Feedback and Final Approval**
    - o Once the Committee submits its recommendations, each Member Board will have 30 days to review and provide feedback.
    - o Final approval will be scheduled promptly afterward.

City Manager Cocking stated the plan outlined by the RDA Board addresses the City's interest in collaborative, effective economic development with supporting a more engaged, representative RDA Board. Kathy Sexton with Wichita State University will be engaged as a professional neutral facilitator, the Economic Advancement Committee can efficiently manage differing perspectives and maintain a productive process. There is a targeted deadline of April 1, 2025, that offers a reasonable yet timely schedule. This will provide each Member Board with a 30-day window to review and comment to ensure sufficient input without delaying final implementation. Staff recommend approval of the RDA Board's plan, including the reorganization approach, the Committee's Evaluation of the VisionFirst report, and the use of a professional facilitator.

Commissioner Smith made a motion to approve the RDA Board's plan, including the reorganization approach, the Committee's evaluation of the VisionFirst report, and the use of a professional facilitator. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY OF EMPORIA
(Adopt 2025 Legislative Policy Statement)

City Manager Cocking stated each year the City Commission adopts its legislative position detailing the City's goals from the State Legislative. The 2025 Legislative Policy Statement outlines the supporting City's position on the following topics:

HOME RULE - We believe the governing of public affairs should be as close to the people as possible and that Home Rule is essential to vigorous, effective, and responsible local government under our representative system. Home Rule is crucial to the continued ability of locally elected officials to solve problems in ways most appropriate to local needs and conditions. Legislation which affirms the ability to pass local laws on the same subject is strongly supported.

RURAL HOSPITAL FUNDING - Emergency medical services and public hospitals must provide medical services without regard to the ability of patients to pay. The expansion of Medicaid in Kansas would allow medical providers to be at least partially compensated for some medical services to economically disadvantaged citizens. We support the expansion of Medicaid in Kansas.

RURAL HOUSING INCENTIVE LOAN FUND -We support the creation of a State low-interest revolving loan fund to finance development in Reinvestment Housing Incentive Districts.

HOUSING – The City of Emporia supports programs that encourage access to quality housing, including but not limited to, the Housing Investor Tax Credit Act, the Kansas Affordable Housing Tax Credit Act, the Kansas Rural Home Loan Guarantee Act, guaranteeing appraisals in rural counties, the Historic Kansas Act, and the Kansas Rural Housing Incentive District Act.

TAX POLICY & SPENDING - Local spending and taxing decisions are best left to local officials representing the citizens that elected them. We oppose state-imposed limits on the taxing and spending authority of cities. Changes to tax policies should not be undertaken without a full understanding of the overall impact on all taxpayers, taxing entities, and the sources and amounts of revenues generated or eliminated by such policy changes.

PROPERTY TAXES - All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be transparent, and abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to make government more efficient and recognize the need to work together on innovative approaches to reduce property taxes.

SUPPORT FOR EMPORIA STATE UNIVERSITY AND FLINT HILLS TECHNICAL COLLEGE- The City of Emporia recognizes the vital role Emporia State University and Flint Hills Technical College play in fostering a skilled workforce, driving economic growth, and enriching the cultural and educational opportunities in our region. We strongly support policies and funding initiatives that ensure these institutions have the resources necessary to remain competitive, accessible, and responsive to local needs. By investing in higher education and technical training, we can cultivate a vibrant community, strengthen our local economy, and equip our citizens with the skills needed to thrive in a rapidly evolving workforce.

LEAGUE OF KANSAS MUNCIPALITIES – In addition, the City of Emporia supports the League of Kansas Municipalities Statement of Municipal Policy. The policy is a crucial framework supporting local autonomy and effective governance. It emphasizes the importance of Home Rule, allowing municipalities to address unique local needs effectively. This policy advocates for empowering local officials, who are intimately aware 44of their community's challenges and opportunities, ensuring that decisions are made closest to the people they affect.

Commissioner Sauder made a motion to approve the City of Emporia 2025 Legislative Policy Statement. Commissioner Curtis seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
(Mandatory Contractual Provisions for City Contracts)
(Resolution Number 3757)

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City regularly contracts with outside entities for provision of various goods and services. Outside entities are not always familiar with legal requirements applicable to municipalities. The implementation of a standardized attachment of mandatory contractual provisions for City contracts to enhance transparency, improve consistency, ensure compliance with Federal, State and Local law, and protect the City’s interest in contractual relationships is recommended. She stated state agencies, school districts and community colleges are required to use a contractual provision attachment. The proposed resolution adopts the use of a Mandatory Contractual Provision Attachment to be incorporated into future City contracts to address key areas including compliance with applicable federal, state and local laws; governing law and venue; termination for convenience and cause; anti-discrimination and equal opportunity policies; indemnification and insurance requirements; and any other provisions deemed necessary to protect the interests of the City. She stated provisions within the Mandatory Contractual Provisions Attachment may be amended from time to time to reflect changes in law or policy upon recommendation of the City Attorney and approved by the City Manager. Provisions may be waived or modified when necessary and appropriate by the City Manager after consultation with the City Attorney. Staff recommend approval of Resolution Number 3757 adopting Mandatory Contractual Provisions for City contracts.

Commissioner Curtis made a motion to approve Resolution Number 3757 adopting Mandatory Contractual Provisions for City contracts. Commissioner Smith seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Smith, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY MANAGER'S REPORT
(Financials & Building Permits)

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

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

1. Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	$ 537,054.66	$ 554,782.63	**Increase of $17,727.97** for the month, and Overall increase of 0.68% from year 2023.
YTD	**$5,908,977.36**	**$5,949,396.02**	

2. City Share from County Tax

	2023	2024	
	$ 288,181.35	$ 278,655.73	**Decrease of $9,525.62** for the month, and Overall decrease of 2.11% from year 2023.
YTD	**$3,111,077.20**	**$3,046,899.05**	

Building Permits issued from 12/1/2024 to 12/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	32
Total of valuations associated with those building permits:	$ 977,768.07
Total number of dollars collected for Building Permit Fees:	$ 7,334.50

Construct – Single-family dwellings	1
Demo – Single-family dwellings	1

Flint Hills Mall CID for December 2024	$ 18,348.24
YTD	**$ 237,017.20**
Pavilions CID for December 2024	$ 12,292.77
CID #2	**$** 12,292.77
YTD	**$ 363,229.80**
Fairview Hotel CID for December 2024	**$** 7,307.94
YTD	**$ 46,890.08**
West Plaza CID for December 2024	**$** 2,300.55
YTD	**$ 2,300.55**

Consent Agenda

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

a. Approve minutes of the Regular Meeting held on January 8, 2025.

The vote follows: 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 FEBRUARY 5, 2025, MEETING.

- Proclamation Recognizing February 14, 2025, as Emporia State University Day.
- Public Hearing for 502 Lofts RHID.
- Ordinance to Amend Emporia Community Housing Board.
- Reject Loft Station No. 1 Bid
- Ordinance Vacating a Platted Alley West of 12th Avenue Baptist Church.

- **Study Session:**

- Discuss Tyler Technologies' Work Order Asset Management.
- Annual Review of Surplus Property.
- Discuss Common Consumption in the Downtown Area Sponsored by City of Emporia.

CITY COMMISSION
(Governing Body Comment)

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

Mayor Harter made a motion to recess the meeting at 2:07 p.m., to Conference Room 1AB. Commissioner Sauder seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; and Commissioner Smith, aye.

The following items were discussed at the Study Session:

1. The Wall that Heals.
2. Discuss Code of Procedure the Meetings.
3. Appointment of Commissioner to Emporia Public Library.
4. Discuss 2025 Street Rehabilitation Project.
5. Discuss New Public Work Employees.

Study Session Discussion:

City Commission
Emporia Public Library Board
Appointing Governing Body Representative

Commissioner Smith was previously appointed to the Emporia Public Library Board on January 8, 2025. She will be unable to serve on the board and a representative of the Governing Body will need to be appointed.

Commissioner Smith made a motion to appoint Mayor Harter as the representative of the Governing Body to participate in the activities of the Emporia Public Library Board. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; and Mayor Harter aye.

City Commission
Recreation Commission
Temporary Appointment of Governing Body Representative

Commissioner Smith made a motion to appoint Mayor Harter as the temporary representative of the Governing Body to participate in the activities of the Recreation Commission for the meeting on January 21, 2025, during Commissioner Brinkman's absence. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

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

____
Erren Harter, Mayor

ATTEST:

____
Kerry Sull, City Clerk

Commission Action Report

Appoint Mayor Harter as City Commission
Appointee to the Emporia Recreation Commission

Title:	Appoint Mayor Harter as City Commission Appointee to the Emporia Recreation Commission
Agenda Date:	February 5, 2025
Presented By:	Trey Cocking, City Manager

Background:
The Emporia Recreation Commission requires the City Commission appoint a commissioner to represent the City Commission on their board.

Discussion:
The current City Commission appointee Commissioner Brinkman has requested to step down from the Emporia Recreation Commission.

Recommended action:
Appoint Mayor Harter as City Commission Appointee to the Emporia Recreation Commission

Commission Action Report

Appoint Commissioner Brinkman as City Commission Appointee to the Transient Guest Tax Advisory Board

Title:	Appoint Commissioner Brinkman as City Commission Appointee to the Transient Guest Tax Advisory Board
Agenda Date:	February 5, 2025
Presented By:	Trey Cocking, City Manager

Background:
The Transient Guest Tax Advisory Board requires the City Commission appoint a commissioner to represent the City Commission on their board.

Discussion:
The current City Commission appointee Mayor Erren Harter has requested to step down from the Transient Guest Tax Advisory Board.

Recommended action:
Appoint Commissioner Brinkman as City Commission Appointee to the Transient Guest Tax Advisory Board

Commission Action Report
Informational Items

Title: Informational Items

Agenda Date: February 5, 2025

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, February 19, 2025.

Commission Meeting :

- Recognize the Month of February as a National Career & Technical Education (CTE) month
- Adopt Common Consumption in the Downtown Area Sponsored by the City of Emporia
- HDR Agreement for USDOT Federal Railroad Administration
- Amend Ordinance for Grease Interceptor
- Ordinance Vacating a Platted Alley West of 12th Avenue Baptist Church.
- Adopt An Ordinance Rezoning Property Located at 1402, 1408, 1414, 1407, and 1401 Michelle Circle; and 912 and 908 Michelle Street
- Approve a Minor Plat – XRS Pros Addition
- December & January Budget
- Financials & Permits
- Approve Minutes
- Easement for Kretsinger Development
- Water Treatment Plant Electrical Work Estimates

Study Session

- Update on Homelessness Advisory Board
- Carnegie Building Update
- 2024 Annual Financial Review
- Snow Recap
- Street Rehab Discussion

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: February 5, 2025

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.

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: February 5, 2025

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.

Title:	Evaluation of Tyler Technologies as an Alternative to Brightly Software
Agenda Date:	February 5, 2025
Presented By:	Dean Grant, Janet Harrouff

Background:

City staff use Brightly software for asset management and work orders in departments like Public Works, Parks, and the Zoo. Originally, the software included a reporting tool, but it no longer works. Without it, staff have a harder time tracking and analyzing work order data submitted by residents.

Given the ongoing issues with Brightly software, city staff have looked into other options that combine work order and asset management features with a dependable reporting tool. These alternatives are designed to make data easier to access, simplify workflows, and boost overall efficiency across departments.

Discussion:

City staff have identified Tyler Technologies as a potential replacement for the current Brightly software used for asset management and work order processes. This platform offers several key advantages that align with the City's operational needs, including:

1. **Integrated System Capabilities**
   Tyler Technologies provides a comprehensive asset management and work order system that streamlines processes across departments. This integration ensures efficient tracking and management of assets and work orders, enabling city staff to respond promptly to community needs.

2. **Robust Reporting Tools**
   The platform's advanced reporting capabilities allow staff to generate real-time reports and data analytics. These tools empower decision-makers with valuable insights, enhancing resource allocation and operational planning.

3. **Branded Mobile Application**
   Tyler Technologies offers a branded mobile app that serves as a centralized hub for city services. Key features include:
   - Reporting concerns (e.g., potholes, maintenance issues)
   - Receiving alerts and notifications about city events or emergencies
   - Accessing a community calendar for local activities
   - Facilitating utility payments and other transactions

4. **Scalability and Future Growth**
   As the city continues to grow, Tyler Technologies provides a scalable solution capable of accommodating future needs. The platform can integrate additional functionalities and tools, ensuring the City remains prepared to address emerging challenges and opportunities.

Financial Considerations:

City staff currently finance Brightly at $22,000 annually and CivicReady at $10,250 for 2024, totaling $32,250. Currently, the software serves solely as a work order and asset management system, with no functional reporting tools available.

Tyler Technologies costs $54,600 annually. This investment offers expanded functionality and efficiencies across multiple departments.

The cost of Tyler Technologies will be distributed across the departments through the General fund. Specifically, the Water, Wastewater, and Solid Waste funds will be adjusted to accommodate the new expense by reducing the budget line item for professional and contractual services.

Attachments
Quote provided by Tyler Technologies
Quote provided by Civic Ready

Other Considerations:

City staff believe that transitioning to Tyler Technologies could address the limitations currently experienced with Brightly and significantly improve the efficiency and effectiveness of city operations. The City Commission is encouraged to discuss the potential benefits of this integrated system and consider the next steps toward implementation.

Attachments:

My Civic Video
My Civic Newark Testimonial Video
My Civic Short-Form Demo Video
Tyler Notify

Quoted By:	Alban Michaud
Quote Expiration:	02/02/25
Quote Name:	City of Emporia-ERP-EAM
Quote Description:	EAM Pricing
Saas Term	4.50

Sales Quotation For:

City of Emporia
104 East 5th Avenue
Emporia KS 66801-3950

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Inventory	1	52	$ 5,611.00
Civic Services			
Enterprise Service Requests	1	64	$ 4,235.00
My Civic	1	56	$ 9,000.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	15	176	$ 19,755.00
Asset Performance Implementation	1	104	$ 0.00
Internal Requests License	1	0	$ 1,723.00
Additional			
GIS	15	8	$ 4,440.00
Notify includes 50,000 Msgs and 1,650 Mins per year	1	16	$ 10,000.00
TOTAL		**476**	**$ 54,764.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Conversions – See Detailed Breakdown Below				$ 15,000.00	$ 0.00
Project Management	120	$ 163.00	$ 0.00	$ 19,560.00	$ 0.00
Onsite Implementation	128	$ 195.00	$ 0.00	$ 24,960.00	$ 0.00
Remote Implementation	348	$ 163.00	$ 0.00	$ 56,724.00	$ 0.00
TOTAL				**$ 116,244.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 54,764.00
Total Tyler Services	$ 116,244.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 116,244.00**	**$ 54,764.00**
Estimated Travel Expenses excl in Contract Total	**$ 6,850.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Enterprise Asset Management				
Asset Maintenance	1	$ 15,000.00	$ 0.00	$ 15,000.00
TOTAL				**$ 15,000.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Inventory Mobile	1	16	$ 4,205.00
Data Insights			
Citizen Connect	1	32	$ 5,120.00
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	$ 300.00
TOTAL:		**48**	**$ 9,925.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	12	$ 195.00	$ 0.00	$ 2,340.00	$ 0.00
Remote Implementation	36	$ 163.00	$ 0.00	$ 5,868.00	$ 0.00
TOTAL				**$ 8,208.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS

Barcode Printer Kit	1	$ 1,445.00	$ 0.00	$ 1,445.00	$ 145.00	$ 0.00	$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	$ 1,695.00	$ 0.00	$ 1,695.00	$ 170.00	$ 0.00	$ 170.00
TOTAL				**$ 3,140.00**			**$ 315.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation,

annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Asset Maintenance conversion includes: Work Order Asset, Closed Work Order History- No Cost Data, Work Order History with Cost Data

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Annual SaaS fees will be prorated to align with the city's current SaaS fee payment schedule.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-90514-1
Date:	1/7/2025 10:12 AM
Customer:	EMPORIA CITY, KANSAS

QTY	Product Name	DESCRIPTION
1.00	CivicReady Core - Mass Communications Renewal	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products

Annual Recurring Services - Initial Term	USD 10,253.38
Annual Recurring Services - (Subject to Uplift)	USD 10,253.38

1. This renewal Statement of Work ("SOW") is between City of Emporia (“Customer”) and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term starting at the Customer’s next renewal date of 2/27/2025 and running for twelve months (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
______________________________	Amy Vikander
Printed Name:	Printed Name:
______________________________	Amy Vikander
Title:	Title:
______________________________	Senior Vice President of Customer Success
Date:	Date:
______________________________	1/9/2025

Organization Legal Name:

____

Billing Contact:

____

Title:

____

Billing Phone Number:

____

Billing Email:

____

Billing Address:

____

____

Mailing Address: (If different from above)

____

____

PO Number: (Info needed on Invoice (PO or Job#) if required)

____

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-81485-1
Date: 8/15/2024 2:03 PM
Expires On: 8/30/2024

Client:
City of Emporia, KS

Bill To:
EMPORIA, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gilchrist		david.gilchrist@civicplus.com		Net 30

SeeClickFix Request - Core Product

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	USD 13,642.86
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -10,541.92

Brightly Asset Essentials (Dude Solutions) Integration

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	SeeClickFix Connector for Brightly Asset Essentials	SeeClickFix-hosted integration with Brightly Asset Essentials (REST/JSON API), for work orders. Requires AE Connector Tool.	USD 4,250.00
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,500.00

CivicPlus CivicGov - Integration (Included at No Additional Cost)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	SeeClickFix Connector to Community Development	SeeClickFix hosted integration with the Community Development module. This requires both systems to be configured with the same source parcel data source using a public ArcGIS feature layer (i.e. REST endpoint).	USD 0.00

~~List Price - Initial Term Total~~	~~USD 21,050.42~~
Total Investment - Initial Term	USD 4,850.94
Annual Recurring Services (Subject to Uplift)	USD 17,892.86

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign): ______________________	By (please sign): ______________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Organization Legal Name: ______________________

Billing Contact: ______________________

Title: ______________________

Billing Phone Number: ______________________

Billing Email: ______________________

Billing Address: ______________________

____

Mailing Address: (If different from above) ______________________

____

PO Number: (Info needed on Invoice (PO or Job#) if required) ______________________

Study Session Report

Downtown Common Consumption Area Sponsored by City of Emporia

Title: Downtown Common Consumption Area Sponsored by City of Emporia

Agenda Date: February 5th, 2025

Presented By: Christina Montgomery, City Attorney

Tayler Wash, Assistant City Manager

Background:

Kansas legislation (Chapter 41. Intoxicating Liquors and Beverages § 41-2659) permits municipalities to create Common Consumption Areas (CCAs) in designated districts, where individuals can consume alcoholic beverages outside of licensed establishments on specific city properties. Private organizations have sponsored Downtown CCAs in Emporia annually since 2021.

Discussion:

While previous CCAs have successfully contributed to a welcoming atmosphere, increased foot traffic, and business support, they have been initiated and managed by private organizations. Establishing a City-sponsored CCA would build on these successes by providing a more consistent, accessible, and sustainable framework for future events. City sponsorship would streamline the process for businesses and organizations, reduce administrative barriers, and ensure a well-coordinated approach that maximizes economic and community benefits for Downtown Emporia.

Financial Considerations:

N/A

Attachments:

CCA Presentation

CITY OF EMPORIA

COMMON CONSUMPTION AREA

SPONSORED BY THE CITY OF EMPORIA

WEDNESDAY, FEBRUARY 5TH, 2025

BACKGROUND

Kansas legislation (Chapter 41. Intoxicating Liquors and Beverages § 41-2659) permits municipalities to create Common Consumption Areas (CCAs) in designated districts, where individuals can consume alcoholic beverages outside of licensed establishments on specific city properties.

- A Common Consumption Area or CCA is established locally by Ordinance and includes applicable local rules and regulations.
- Participation in a CCA is voluntary for businesses within its boundaries. To join, businesses must have a valid on-premise License or a temporary permit if located within a CCA and they must apply to the State of Kansas ABC for approval.
- Individuals are not allowed to bring their own alcoholic beverages into a CCA for consumption nor are they allowed to take alcoholic beverages out of a CCA.

ABOUT THE CCA

- **Definition**: A CCA is a specific zone where individuals can openly carry and consume alcohol from licensed participating bars and restaurants.
- **Legal Framework**: Established under Kansas state law and overseen by KS ABC, CCAs are created to enhance public enjoyment and economic activity in designated areas.
- **Location**: CCAs are typically found in downtown districts, entertainment zones, or special event spaces.
- **Regulations**: Alcoholic beverages must be purchased from licensed vendors within the CCA. Bringing alcohol from outside or removing alcohol from the CCA is prohibited. The CCA must be renewed annually.
- **Identification**: CCAs are clearly marked with signs and pavement markers to inform the public of the boundaries.
- **Hours of Operation**: CCAs operate during specific hours established by the municipality and included in the ordinance.
- **Security and Safety**: Increased security measures, such as police patrols, are sometimes implemented to ensure safety and compliance.
- **Benefits**: CCAs aim to boost local businesses, attract tourists, and create a lively community atmosphere.

BENEFITS OF A CITY SPONSORED CCA

Private organizations have sponsored downtown CCAs annually since 2021. By having a City sponsored CCA, we ensure the following:

- The process for establishing and regulating the CCA is smoother and more efficient.
- Anyone can utilize the CCA, not just the organization who sponsors it.
- We have the flexibility to accomodate multiple downtown businesses and define the area.

HOW IT WORKS

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Kansas
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Alcoholic Beverage Control

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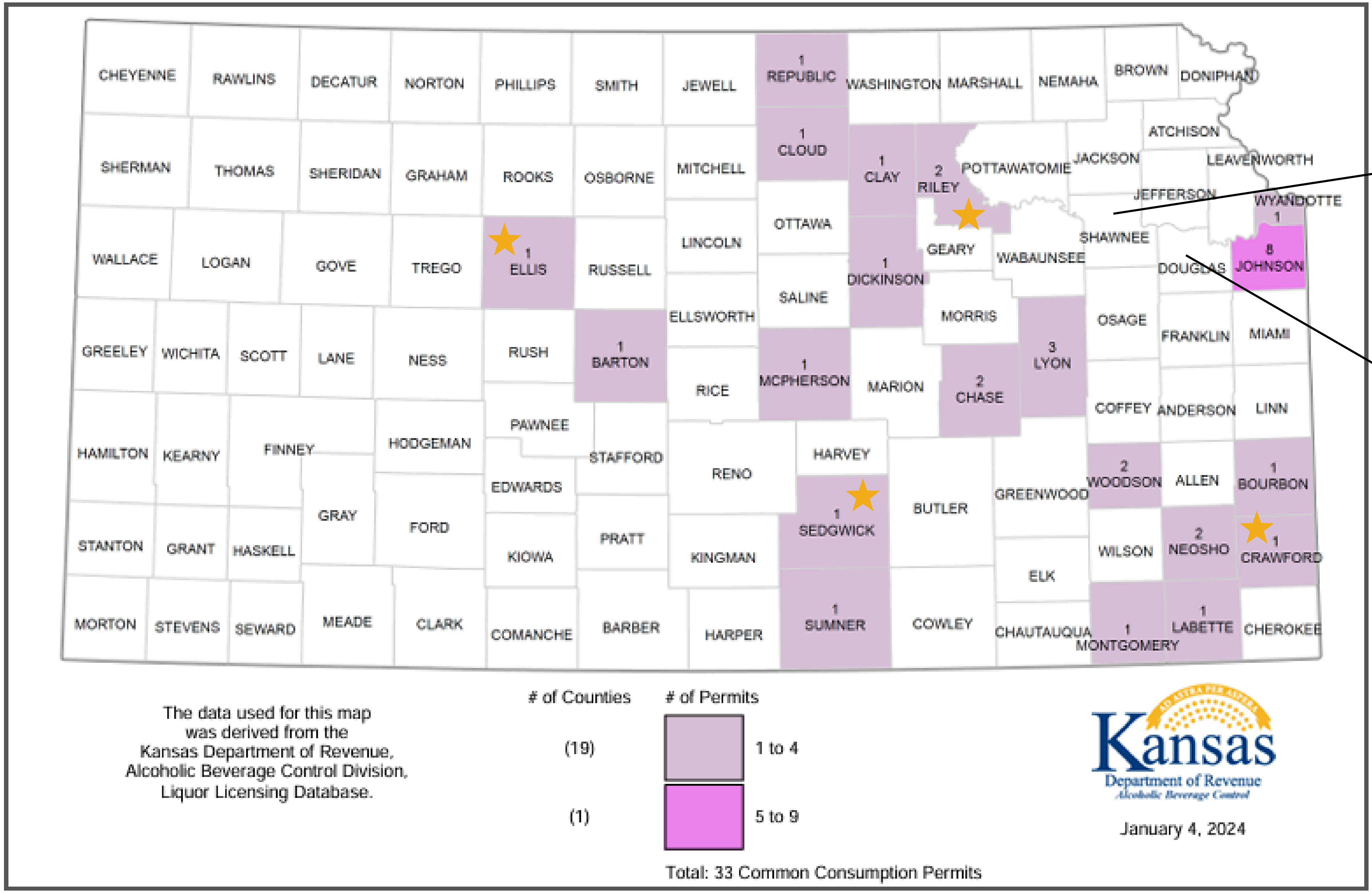
5. Customer finishes drink and disposes of cup before exiting the CCA

CCAS IN KANSAS



City of Topeka established their CCA on 4/15/2024

City of Lawrence is working to establish their CCA

★ =peer cities with CCA established

EXAMPLES OF SIGNS

We are proposing using the sidewalk signs on all corner boundaries of the CCA and possibly using the vertical signs at main entrances of the CCA.

The Streets/Signage department is aware and prepared to install and maintain signage.

DOWNTOWN EMPORIA CCA

- **Sponsor**: City of Emporia
- **Coordinator**: Ed Owens, Chief of Police
- **Location**: Commercial Street from 12th Avenue to 4th Avenue (see map)
- **Time**: Daily, 8am-11:59pm
- **Existing Drinking Establishments in the Common Consumption Area**:
  - Mi Chavelita Mexican Grill
  - Hagaya Ramen Shop
  - Cooltura
  - Granada Theatre
  - Mulready's Pub
  - 627 Event Space
  - The Axe Shedd
  - Bourbon Cowboy
  - Radius Brewing Company
  - Taqueria Agaves
  - Town Royal
  - Casa Ramos

DOWNTOWN EMPORIA CCA MAP