

CITY COMMISSION MEETING

March 3, 2021 at 1:30 PM

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS

Agenda

Meeting Items

1. Members Present:
2. Consent Agenda
3. Public Comment
4. Consider the Appointment of Members to the Community Housing Board/Emporia Land Bank.
5. Consider Accepting an Emergency Solutions Grant from KHRC for Family Promise of the Flint Hills.
6. Consider Bids for New Wheel Loader for Transfer Station.
7. Consider Approval of Agreement 50-21 with KDOT Bureau of Local Projects for Project No. 56-50 U-2389-01 CCLIP Surface Preservation Resurfacing Program.
8. Consider awarding a bid for the 30th Avenue Paving & Construction Project Improvements Project No. PV2006.
9. Consider Awarding Bid for 2021 Hazardous Sidewalk Program.
Consider approval of agreement with Kaw Valley Engineering for Design Services for Road
10. 180/18th Avenue roadway and drainage improvements from Rd. G to the west end of the Westar/Every Plat.
11. Consider Ordinance Authorizing the Issuance of General Obligation Bonds for Aviation Fuel Truck, Motor Grader and Water Treatment Plant Equipment.
12. Consider the Acceptance of a Kansas Small Cities Community Development Block Grant Community Improvement Grant in the amount of \$700,000.00
13. Consider Request to Authorize Extended Park Hours on April 24, 2021 for Glow-in-the-Dark Disc Golf Event
14. Report from City Manager on Activities
15. City Commission Reports and Comments
16. Executive Session



**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Jeff Lynch, ADA Coordinator at least 48hours before the event at 620-343-4285 or jlynch@emporia-kansas.gov*

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

Consent Agenda

SUBJECT:

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items. Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Regular Meeting held on February 17, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on February 26, 2021.
- c. Consider the Approval of an Agreement with Dynamic Discs authorizing a mural painting on the Park Barn in Jones Park.
- d. Consider Change Order No.1 for Airport Runway Seal Coat for all existing taxi lanes, the parking lot, and paved drive to the parking lot.

RECOMMENDATION:

- a. Approve Minutes.
- b. Approve Payroll.
- c. Approve Agreement.
- d. Approve Change Order.

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 2c

SUBJECT: Consider Approval of an Agreement with Dynamic Discs authorizing a mural painting on the Park Barn in Jones Park.

RECOMMENDATION: Approve the Agreement and Authorize the Mayor to Sign.

BACKGROUND SUMMARY:

The City of Emporia has tentatively agreed with Dynamic Discs to allow for a mural to be painted on the park building in Jones Park. It is hoped the mural will help attract people to our community to play disc golf and to advertise Emporia as the disc golf capital of the country.

Attached is an agreement between the City of Emporia, Kansas, and Dynamic Discs.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGREEMENT

This Agreement made this _____ day of February, 2021, by and between City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "City", and Dynamic Discs, hereinafter referred to as "DD" delineates the agreement of the parties regarding a mural to be painted on the Park Barn at Jones Park in the City of Emporia, Kansas.

WITNESETH:

WHEREAS, the City owns a Park Barn building located in Jones Park; and

WHEREAS, DD wishes to paint and display a mural on the west and north side of the Park Barn.

NOW, THEREFORE the parties agree as follows:

1. City agrees to allow DD to paint a mural on the Park Barn in Jones Park as depicted in the picture marked as Exhibit "A", which is hereby incorporated by reference.
2. City shall retain all ownership rights with respect to the Park Barn and any mural painted thereon.
3. DD shall retain copyright to the mural design.
4. DD will be solely responsible for any expense associated with painting and maintaining the mural. DD agrees to keep the mural in good condition and repair at no cost to the City.
5. City shall not be liable for any damage that occurs to the mural.
6. Mural painting and maintenance must not interfere in any way with any park functions or City staff responsibilities.
7. DD will not change or modify the mural design from the depiction in Exhibit "A" without written consent of the City.

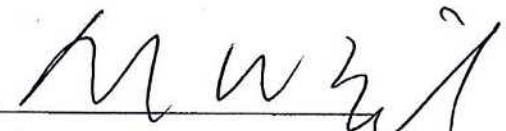
8. City, in its sole discretion, may choose to paint over or otherwise cover or remove the mural at any time, for any reason. Should the City choose to exercise this option, notice will be given to DD as soon as practicable.
9. DD agrees to indemnify and hold harmless City, its officers, agents, and employees from any liability to any person or property due to the use of the Park Barn or existence of the mural thereon, including the cost of any attorney's fees incurred in the defense of any legal action associated with such use; and further to indemnify City against any other costs and expenses it may incur due to the use of the Park Barn or existence of the mural thereon.

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

CITY OF EMPORIA, KANSAS

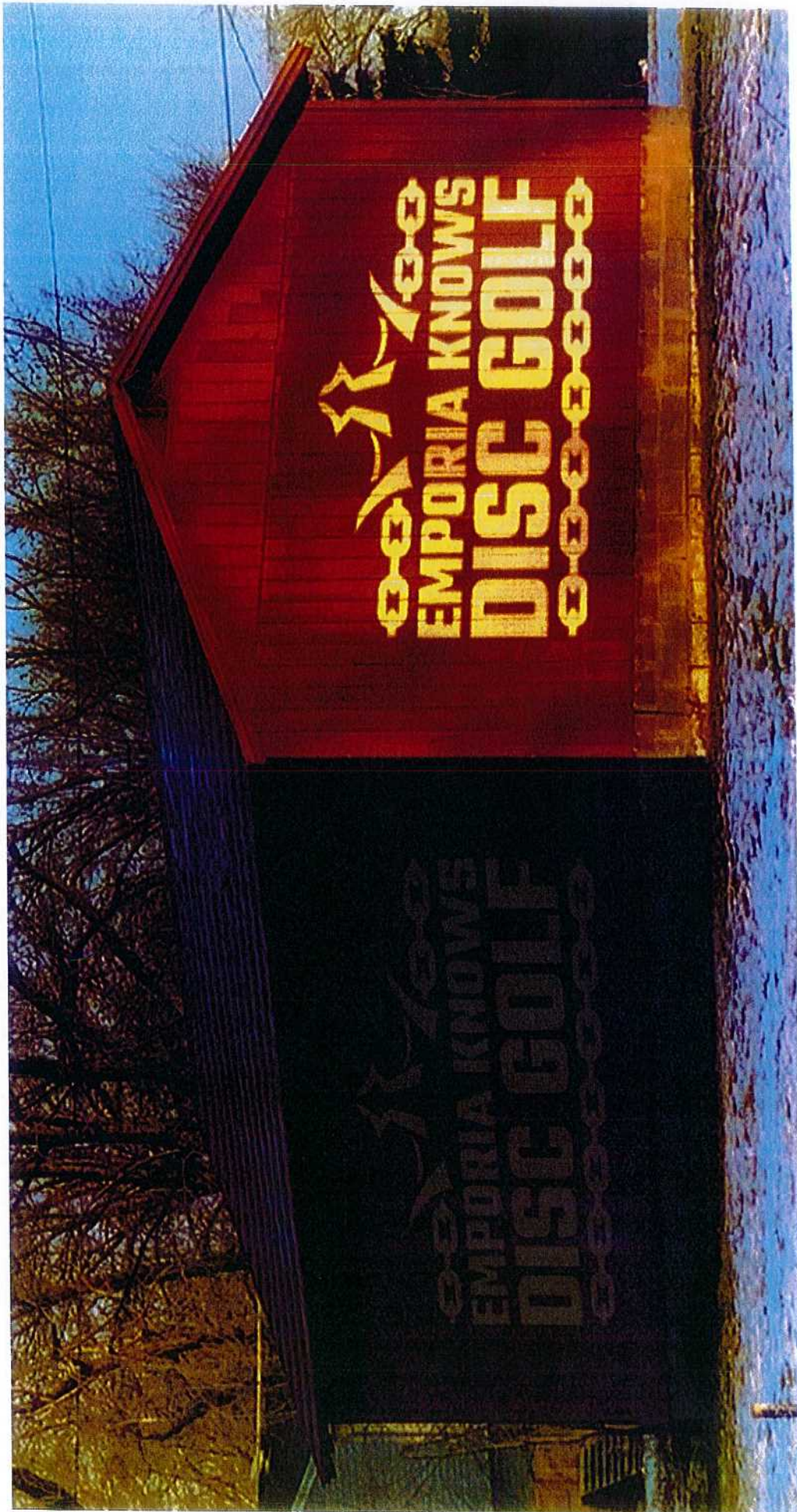
Dynamic Discs

Robert F. Gilligan, Mayor


Dore Bjerkas 2/18/21

Attest:

Kerry Sull, City Clerk



AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 2d

SUBJECT: Consider Change Order No.1 for Airport Runway Seal Coat for existing taxi lanes, the parking lot, and paved drive to the parking lot in the amount of \$37,728.45.

RECOMMENDATION: Approve Change Order No. 1 for the airport runway seal coat project in the amount of \$37,728.45.

BACKGROUND SUMMARY:

The City received a lower than expected bid for the Airport Runway Seal Coat project. As a result, we were able to seal coat airport pavement. In addition to the runway, the contractor was able to rehab all the existing taxi lanes, the parking lot, and paved drive to the parking lot. The change order also includes any markings for the rehabbed surfaces. This project is being funded 90%/10% with KDOT, and the City's original budgetary amount for this project was \$45,000. With the change order, the city's portion of the project will cost \$22,992.98.

Attachments:

Change Order #1
Map of Change Ordered Surfaces

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

CHANGE ORDER

SHEET NO. 1 of 1

SEQUENCE NO.: 1
 COUNTY: Lyon
 AIRPORT: Emporia Municipal Airport
 PROJECT NO.: KDOT Project No. AV-2020-09

TO Gee Asphalt Systems CONTRACTOR

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Inclusion of Pavement Marking Removal, Seal Coat, and Re-Marking of the South Hangar taxilanes, Parking Lot, Entrance Road, and North Hangar Taxilanes. Also includes the non-reflectORIZED paint (black) of the concrete portion of Runway 1-19. Finally, this contract modification adjusts the contract quantities to match those measured in the field.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
NEW PAY ITEMS									
1	SA1.1	Taxilane Pavement Marking Removal	0	2,407	2,407	S.F.	\$1.92	\$4,621.44	
2	SA1.2	ADA Compliant Parking Symbol	0	2	2	EA.	\$150.00	\$300.00	
SUBTOTAL								\$4,921.44	

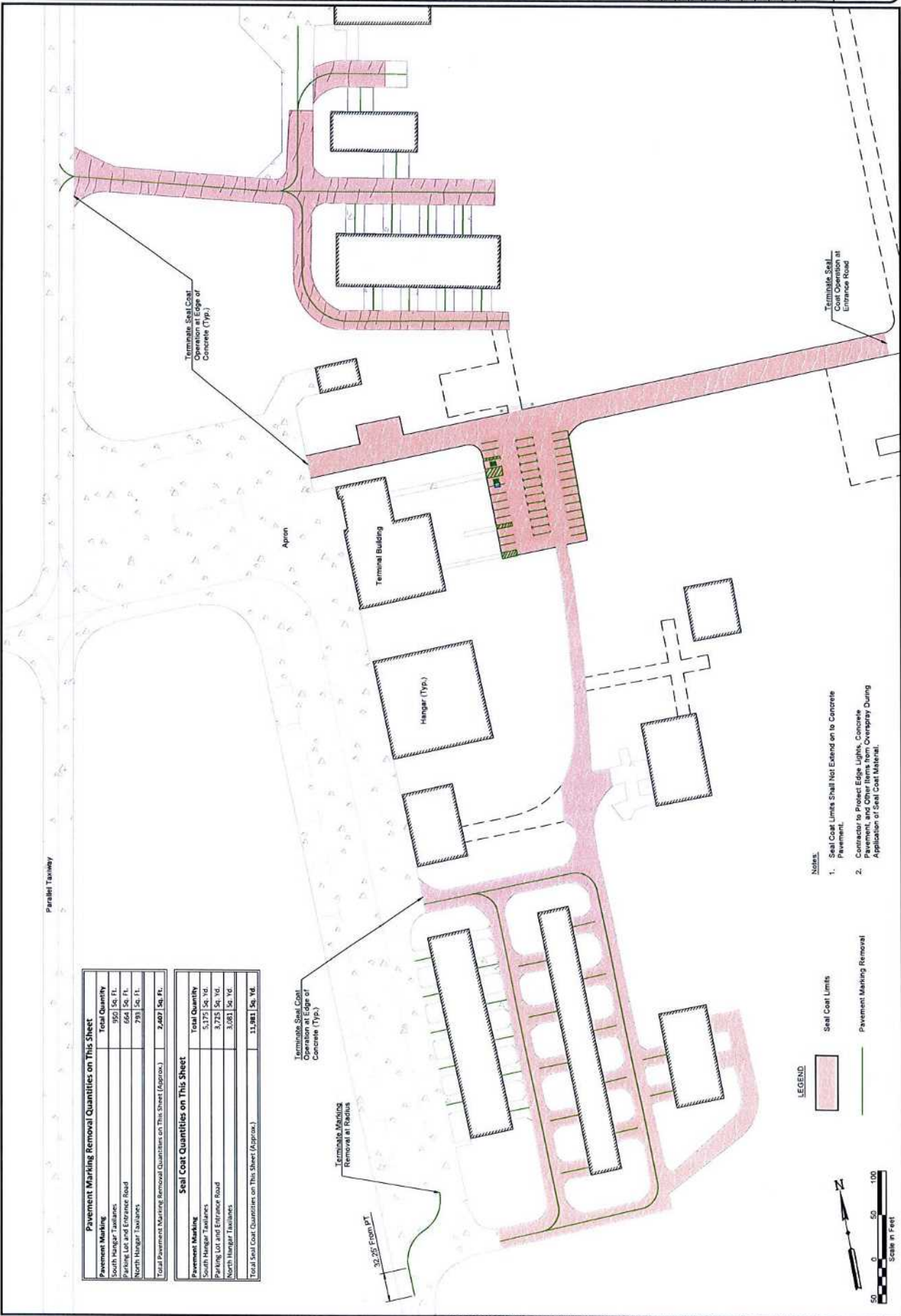
EXISTING PAY ITEMS

1	3	Clean and Seal Joints and Cracks (< 1 1/2")	24,580	39,552	14,972	S.Y.	\$1.10	\$16,469.20	
2	4	Asphalt Surface Treatment	54,603	66,584	11,981	S.Y.	\$1.25	\$14,976.25	
3	6	Surface Preparation, Pavement Marking Removal	53,303	39,255	14,048	S.F.	\$0.38		\$5,338.24
4	10	Permanent ReflectORIZED Pavement Marking (Yellow)	600	2,996	2,396	S.F.	\$0.70	\$1,677.20	
5	11	Permanent Non-ReflectORIZED Pavement Marking (Black)	7,349	16,481	9,132	S.F.	\$0.55	\$5,022.60	
SUBTOTAL								\$38,145.25	\$5,338.24

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT 2. OVERRUN OR UNDERRUN THIS ORDER (H-I) 3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) 4. TOTAL OVERRUN TO DATE (2+3) 5. TOTAL (1+4)	\$192,201.34 \$37,728.45 \$0.00 \$37,728.45 \$229,929.79	4. COMMENTS: THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO. Gee Asphalt Systems CONTRACTOR (Company Name) SIGNATURE (Authorized Representative)
Larry Wagner SUBMITTED - PROJECT ENGINEER	02/17/2021 DATE	2-22-21 DATE
APPROVED - SPONSOR	DATE	

FILE NAME: I:\KDOT\2020\1514\PROJECT FILES\CHANGE ORDER\2020\1514\Change Order.dwg



Pavement Marking	Total Quantity
South Hangar Taxiways	950 Sq. Ft.
Parking Lot and Entrance Road	664 Sq. Ft.
North Hangar Taxiways	798 Sq. Ft.
Total Pavement Marking Removal Quantities on This Sheet (Approx.)	2,412 Sq. Ft.

Pavement Marking	Total Quantity
South Hangar Taxiways	5,175 Sq. Yd.
Parking Lot and Entrance Road	3,225 Sq. Yd.
North Hangar Taxiways	3,081 Sq. Yd.
Total Seal Coat Quantities on This Sheet (Approx.)	11,481 Sq. Yd.

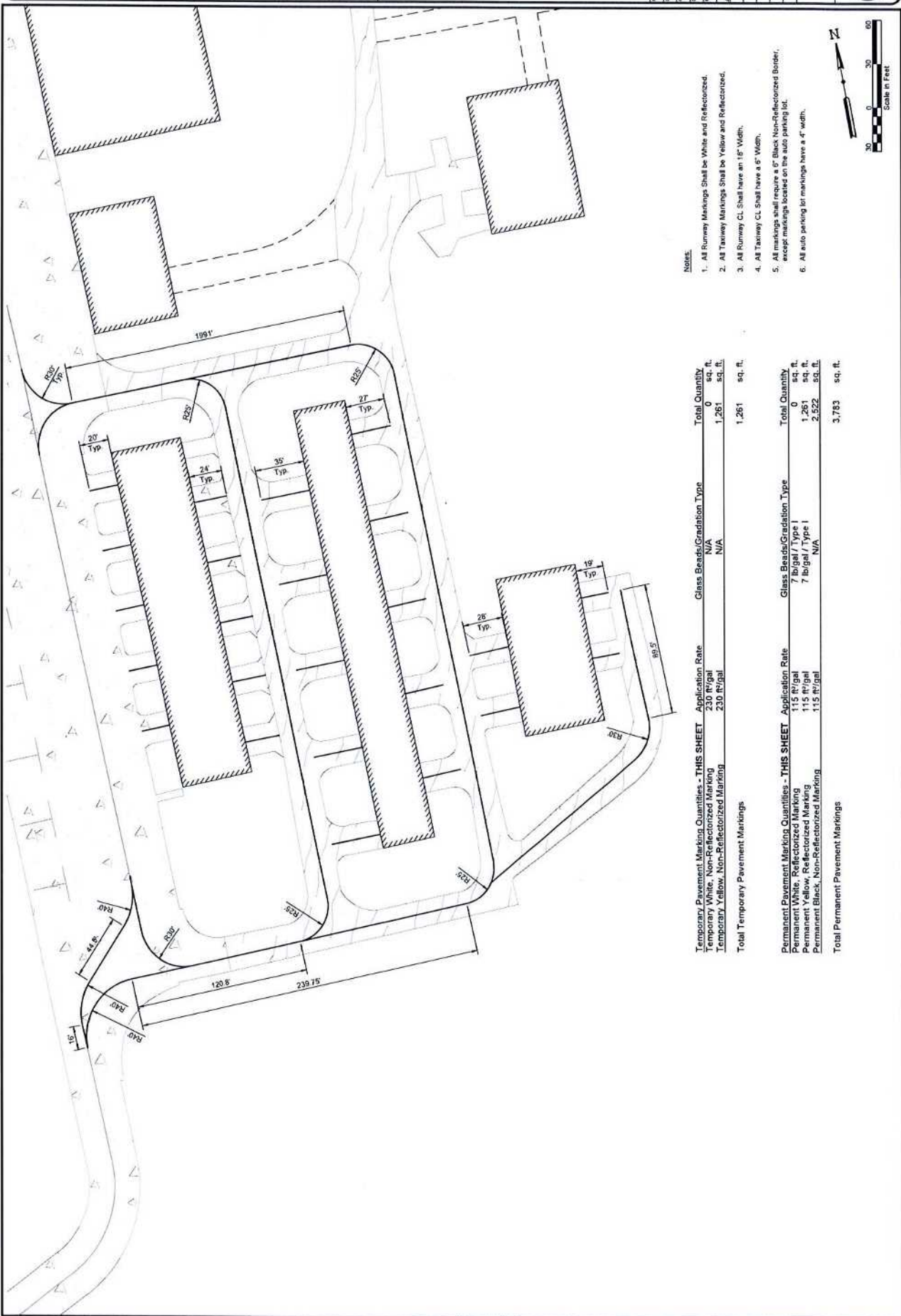
- Notes:**
1. Seal Coat Limits Shall Not Extend on to Concrete Pavement.
 2. Contractor to Protect Edge Lights, Concrete Pavement, and Other Items from Overspray During Application of Seal Coat Material.

LEGEND

Seal Coat Limits

Pavement Marking Removal





- NOTES:**
1. All Runway Markings Shall be White and ReflectORIZED.
 2. All Taxiway Markings Shall be Yellow and ReflectORIZED.
 3. All Runway CL Shall have an 18" Width.
 4. All Taxiway CL Shall have a 5" Width.
 5. All markings shall require a 6" Black Non-ReflectORIZED Border, except markings located on the auto parking lot.
 6. All auto parking lot markings have a 4" width.

Temporary Pavement Marking Quantities - THIS SHEET			Glass Beads/Gradation Type			Total Quantity		
Temporary White, Non-ReflectORIZED Marking	Application Rate					sq. ft.	sq. ft.	
Temporary Yellow, Non-ReflectORIZED Marking	230 R/gal		N/A			1,261	sq. ft.	
Temporary Yellow, Non-ReflectORIZED Marking	230 R/gal		N/A			1,261	sq. ft.	
Total Temporary Pavement Markings						1,261	sq. ft.	

Permanent Pavement Marking Quantities - THIS SHEET			Glass Beads/Gradation Type			Total Quantity		
Permanent White, ReflectORIZED Marking	Application Rate					sq. ft.	sq. ft.	
Permanent Yellow, ReflectORIZED Marking	115 R/gal		7 R/gal / Type I			1,261	sq. ft.	
Permanent Black, Non-ReflectORIZED Marking	115 R/gal		7 R/gal / Type I			2,522	sq. ft.	
Total Permanent Pavement Markings						3,783	sq. ft.	



Permanent Pavement Marking Quantities - THIS SHEET	Application Rate	Glass Beads/Gradation Type	Total Quantity
		lb/gal / Type I	sq. ft.
Permanent White, ReflectORIZED Marking	115 ft ² /gal	7 lb/gal / Type I	0
Permanent Yellow, ReflectORIZED Marking	115 ft ² /gal	7 lb/gal / Type I	350
Permanent Black, Non-ReflectORIZED Marking	115 ft ² /gal	N/A	0
Total Permanent Pavement Markings			350 sq. ft.

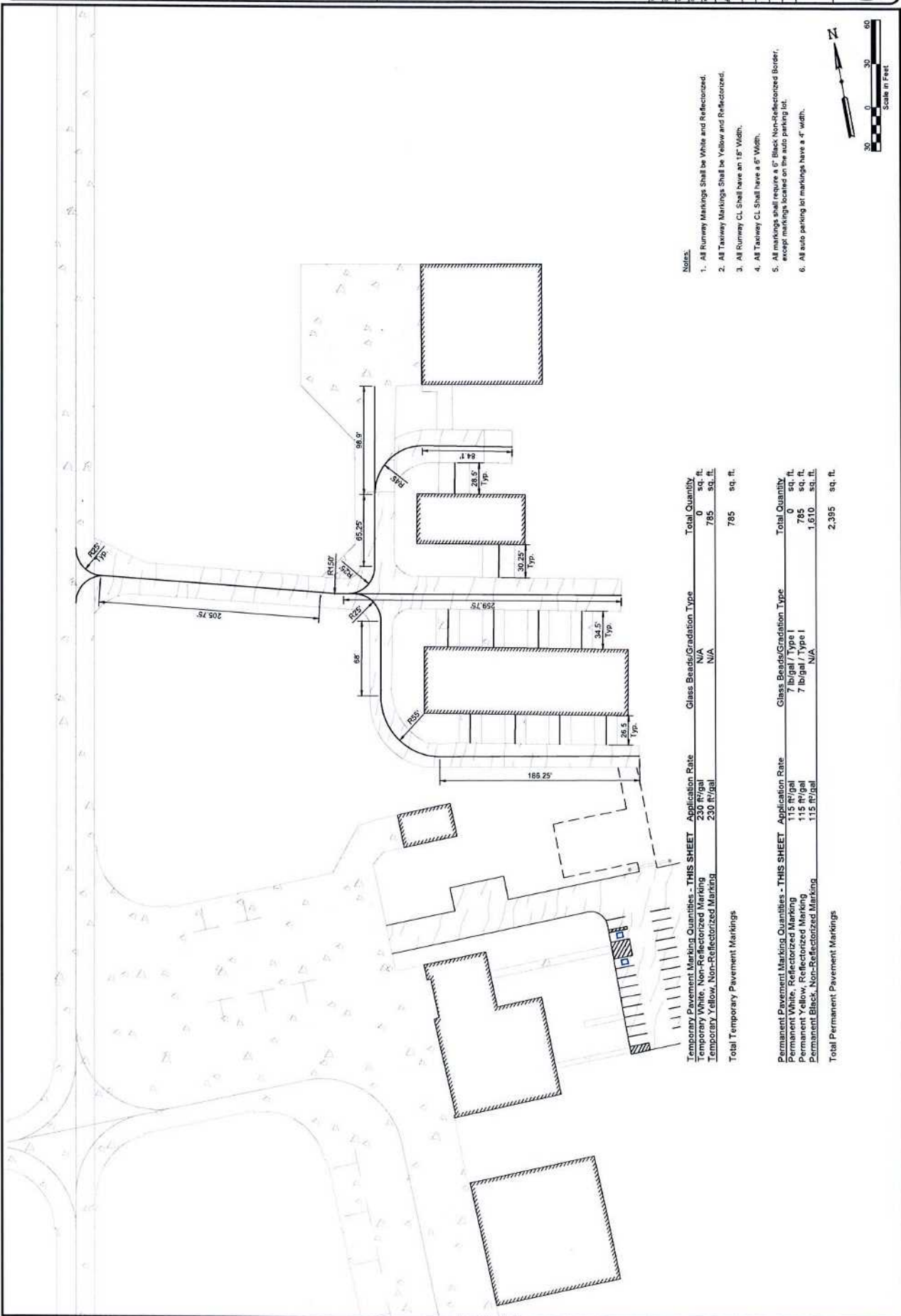


LOCHNER
16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 916.945.5840 | www.hndlochner.com

CITY OF EMPORIA, KANSAS
EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

PROJECT NO: 000015641
SHEET NO: 08-17-2020
DATE: 08-17-2020
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
SCALE: AS SHOWN
SHEET NO: 08-17-2020
DATE: 08-17-2020
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

CO4
NORTH HANGAR
MARKING PLAN



- Notes:**
1. All Runway Markings shall be White and ReflectORIZED.
 2. All Taxiway Markings shall be Yellow and ReflectORIZED.
 3. All Runway CL shall have an 18" Width.
 4. All Taxiway CL shall have a 6" Width.
 5. All markings shall require a 6" Black Non-ReflectORIZED Border, except markings located on the auto parking lot.
 6. All auto parking lot markings have a 4" width.

Temporary Pavement Marking Quantities - THIS SHEET				Total Quantity	
Temporary White, Non-ReflectORIZED Marking	Application Rate	Glass Beads/Gradation Type		sq. ft.	
Temporary Yellow, Non-ReflectORIZED Marking	230 ft ² /gal	N/A		785	sq. ft.
Total Temporary Pavement Markings				785	sq. ft.

Permanent Pavement Marking Quantities - THIS SHEET				Total Quantity	
Permanent White, ReflectORIZED Marking	Application Rate	Glass Beads/Gradation Type		sq. ft.	
Permanent Yellow, ReflectORIZED Marking	115 ft ² /gal	7 lb/gal / Type I		785	sq. ft.
Permanent Black, Non-ReflectORIZED Marking	115 ft ² /gal	7 lb/gal / Type I		1,610	sq. ft.
Total Permanent Pavement Markings				2,395	sq. ft.

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 4

SUBJECT: Consider the Appointment of Members to the Community Housing Board/Emporia Land Bank.

RECOMMENDATION: Appoint Members to the Community Housing Board/Emporia Land Bank.

BACKGROUND SUMMARY:

The Community Housing Board/Emporia Land Bank currently has three open vacancies. We have two applicants which have been through the City Commission interview process. Staff request the City Commission appoint the applicants to two of the open vacancies.

Attached are the applications for review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

APPLICATION FOR ADVISORY BOARD MEMBERSHIP



DATE: 02/03/2021

NAME:	Lynn	A	Cunningham
	First Name	MI	Last Name

ADDRESS:	519 S. West		
	Street		
	Emporia	KS	66801
	City	State	ZIP

Email: eksellsks@gmail.com

PHONE: 2086107503

PLACE OF EMPLOYMENT: Ek Real Estate

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 7 years on and off

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
Community Housing Board

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE

ADVISORY BOARD(S) MENTIONED ABOVE:

I am committed to bringing affordable housing to Emporia and understand the housing market.

OTHER ACTIVITIES AND INTERESTS:

I am the president of the Chase County Chamber of Commerce and serve in my church. I also have two children still at home so am active in rec sports.

In Lieu of Signature, Click Here

DATE: 02/03/2021

ADDRESS: 1328 Road 170
Street
EMPORIA KS 66801
City State ZIP



PHONE: 6204121712

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 8-9 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
COMMUNITY HOUSING BOARD

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE

ADVISORY BOARD(S) MENTIONED ABOVE:

In short, I am very interested in being part of community improvement / neighborhood revitalization. As a contractor I believe I also have practical application knowledge in code questions/issues and in cost vs benefit analysis that may help in certain situations.

OTHER ACTIVITIES AND INTERESTS:

Married business owner and father of 4 so that pretty much sums up all of my activities.

In Lieu of Signature, Click Here

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 5

SUBJECT: Consider accepting an Emergency Solutions Grant, in the amount of \$139,333, from the Kansas Housing Resources Corporation (KHRC) on behalf of Family Promise of the Flint Hills and authorizing the Mayor to execute the necessary acceptance documents.

RECOMMENDATION: Approve acceptance of grant.

BACKGROUND SUMMARY: A local non-profit agency, Family Promise of the Flint Hills, is a newly started agency which seeks to provide assistance to our local homeless population, and is seeking funding to assist in their efforts. This funding would provide emergency shelter, food and needed essential services such as case management, life skills training, counseling, and assistance in obtaining housing and employment for their homeless participants.

As discussed in the May 1, 2020 City Commission Study Session, the City will require all participating agencies to have their financial records reviewed on a regular basis by a professional accounting/bookkeeping firm. Additionally, revisions have been implemented in the grant agreement that will be executed with the agency to include certification of qualified expenses, liability of all sub-recipient agencies to repay the City for any repayment of funds or penalties, and designation of a responsible party to ensure all appropriate financial documents are supplied to the City or State in a timely manner upon request.

Upon approval of this item and submittal of the provisionary grant documents to KHRC, a grant contract will be provided by KHRC for City approval and execution in the near future.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of January 2021.

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

Signature and Title

Date

Grant Award Conditions
Kansas ESG - CV2 Program

1. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program ESG - CV2 FY2020 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State's grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.

9. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
10. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
11. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.

Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC's convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to

it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

15. Sub Recipient will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to 2 years after their employment ends, won't financially gain from the funding received through KHRC.

Signature

Date

Title

FFY2020
EMERGENCY SOLUTIONS GRANT - CDFA# 14.231
NOTIFICATION OF
GRANT AWARD

State of Kansas

Kansas Housing Resources Corporation

2020 Department of Housing and Urban Development Grant Award Date- January 1, 2021
DUNS# -137043662 - FEIN# - 71-0950729 – Not R&D Indirect cost rate NA

Sub Recipient Name		Sub Recipient Address	
City of Emporia		P.O. Box 928, Emporia, KS 66801	
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award
48-6026579	ESG CV2-FFY2020	From: 01/01/2021 To: 12/31/2021	\$ 139,333.00

EMERGENCY SOLUTIONS FUNDS	PROJECT BUDGET
Street Outreach	\$
Emergency Shelter	\$ 72,000.00
Homeless Prevention	\$
Rapid Re-Housing	\$ 60,000.00
HMIS	\$
Local Government Administration (2.5%)	\$ 7,333.00
TOTAL GRANT AWARD	\$ 139,333.00

We, the undersigned, approve this grant sub award and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program statutes, rules, regulations, terms and conditions.

Authorized State Official

Authorized Sub-Recipient Official

Signature Date
Ryan Vincent, Executive Director
Printed Name Title

3/3/2021

Signature Date
Robert F. Gilligan Mayor
Printed Name Title



PROJECT NAME: Emporia ESG 2020

ERR FILE #: _____ Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

() No. Cite or attach Source Document: _____

(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtml>

(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT *[Flood Disaster*

Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

() No. Cite or attach Source Document: Firmette Panel #20111C0240D

(Proceed with project.)

() Yes. Cite or attach Source Document: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Robert F. Gilligan, Mayor

3/3/2021

Responsible Entity Official: Signature / Name / Title / Date

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 6

SUBJECT: Consider bids for a New Wheel Loader for the Transfer Station.

RECOMMENDATION: Award the Purchase on a Case 621G wheel loader from the Victor L Phillips Company for a cost of \$162,984.00.

BACKGROUND SUMMARY:

The current unit is a 2010 model year Case 621E. It has more than 7,800 hours. It is a daily use machine. Typically, heavy equipment is traded at 5,000.00 hours. This machine is nearing its end of life.

Following is a bid tabulation and recommendation from Keith Senn, solid waste supervisor.

	Make	Base Price	Trade-in	Net Cost	Delivery
Foley Tractor Co 5104 Skyway drive Manhattan, Kansas	Cat 926 Waste Hauler	\$202,644.00	\$26,500.00	\$176,144.00	180 days
Van Keppel 3501 SE 21 st St. Topeka, Kansas	Volvo L70H	\$205,750.00	\$35,000.00	\$170,750.00	120 days
Murphy Equipment 1621 N.W. Gauge Blvd. Topeka, Kansas	John Deere 544 P	\$195,878.00	\$20,000.00	\$175,878.00	90 days
	524P	\$183,605.00	\$20,000.00	\$163,605.00	90 days
	544L w/560 hrs./	\$189,868.00	\$20,000.00	\$169,868.00	90 days
Victor L. Phillips Co. 1305 S.W. 42nd St. Topeka, Kansas	Case 621 G	\$196,984.00	\$34,000.00	<u>\$162,984.00</u>	90-120 days

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

TO: Tim Frevert/Purchasing
FROM: Keith Senn/Solid Waste
SUBJECT: Wheel Loader Purchase
DATE: 02/17/2021
THRU: Dean Grant

Funds in the amount of \$200,000.00 were approved in the 2021 Solid Waste Budget for the purpose of replacing the current 2010 Case 621E Wheel Loader at the Transfer Station. A bid opening was held on Wednesday, February 17, 2021. Four vendors submitted 6 bids. Victor L Phillips (Equipment Share) submitted the lowest bid of \$162,984.00 on a 2021 Case 621G.

The current Case 621E has been an outstanding machine with very few major repairs. Parts availability and service from Victor L Phillips has been satisfactory throughout the life of the machine.

Staff recommends the purchase of the 2021 Case 621 E from V. L. Phillips in the amount of \$162,984.00 with trade in.

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 7

SUBJECT: Consider approval of agreement 50-21 with KDOT Bureau of Local Projects for Project No. 56-50 U-2389-01 CCLIP Surface Preservation Resurfacing Program.

RECOMMENDATION: Staff recommends approval of the agreement and authorize the mayor to sign.

BACKGROUND SUMMARY:

The City has received a KDOT Community Connecting Link Improvement Program (CCLIP-SP) surface preservation award for up to \$300,000 of funding from KDOT for their FY 2022. The program pays 90% of the Total Actual Costs of Construction not to exceed \$300,000. The City will be responsible for 100% of preliminary engineering and total actual costs of construction and construction engineering that exceed the \$300,000 match from KDOT. The City's portion will be funded out of the multi-year fund.

The project will include surface preservation of K-99 (Commercial St) Highway from 3rd Avenue to 12th Avenue and US-50 (6th Avenue) Highway from Neosho Street to Mechanic Street.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

PROJECT NO. 56-50 U-2389-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Emporia, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Commercial Street (K-99) and 6th Avenue (US-50), both city connecting links for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"CCLIP (SP) Resurfacing Program"** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **"City"** means the City of Emporia, Kansas, with its place of business at 111 East 6th Avenue, Emporia, KS.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

8. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

9. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

12. **“Non-Eligible/Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

13. **“Project”** means mill and overlay, minor patching, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Commercial Street (K-99) from the BNSF Railroad Crossing north to 12th Avenue and 6th Avenue (US-50) from Neosho Street east to Mechanic Street.

14. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

15. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. **The City agrees to notify the Bureau of Local Projects if there is a cost increase by more than 10% over the estimate.**

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	FY 2022 CCLIP-SP	90% of Total Actual Costs of Construction and Construction Engineering (CE) not to exceed \$300,000.00.	300,000.00
City		10% of Total Actual Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Total Actual Costs of Construction and CE Costs after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments 100% Non-Participating Costs.	
Total Estimated Project Costs			637,450.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the

payments due the Contractor, including the portion of the cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

7. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

8. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

9. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

10. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

11. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

13. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

14. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

15. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

16. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

17. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to

comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility requirements of the *MUTCD*, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement dated November 4, 2005 regarding portions of K-99 and US-50 existing within the Emporia city limits which is still valid and in effect as of the date of this Agreement. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 8

SUBJECT: Consider awarding a bid for the 30th Avenue Paving & Construction Project Improvements Project No. PV2006.

RECOMMENDATION: Staff recommends awarding the project to APAC-KS, Inc., Shear Division for a total base bid amount of \$ 791,390.59, and an Add Alternate No. 1 Bid of \$ 28,196.30, for a total bid amount of \$ 819,586.89.

BACKGROUND SUMMARY:

At 2:00 p.m. on Tuesday, February 23, 2021, the City Engineer's Office publicly opened a bid on the 30th Avenue Paving & Construction Project (Crestview to Prairie St.) Improvements Project No. PV2006. The City had three (3) bidders out of seven (7) plan holders submit a bid. The following are the bids received and the Engineer's Estimate.

Contractor	Base Bid	Add Alternate No. 1 Bid		Grand Total of Base Bid & Add Alternate No. 1
APAC-KS, Inc., Shear Div.	\$ 791,390.59	\$ 28,196.30		\$ 819,586.89
Killough Construction	\$ 929,322.13	\$ 28,340.00		\$ 957,662.13
Bettis Asphalt & Const. Inc.	\$1,063,629.06	\$ 33,918.00		\$1,097,547.06
Engineer's Estimate	\$ 782,226.40	\$ 44,500.00		\$ 826,726.40

The staff recommends awarding the project to APAC-KS, Inc., Shear Division for the Base Bid plus the Add Alternate for the total amount of \$ 819,586.89. This amount is within the Engineer's Estimate and the City's overall budget for the project.

Of the bids received, the paving portion of the project is \$779,331.01 (base bid only) and the waterline improvements are \$12,059.58 (base bid) + \$28,196.30 (Add Alternate No. 1) = \$40,255.88.

The project will be funded with the proceeds of a bond issue.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

**CITY OF EMPORIA, KS
BID TABULATION
FOR CONSTRUCTION OF 30TH AVENUE CONSTRUCTION PROJECT PV2006**

February 23, 2021

			Bettis Asphalt & Construction Inc. Topeka, KS		Killough Construction Ottawa, KS		APAC - Kansas, Inc. Emporia, KS		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$112,000.00	\$112,000.00	\$62,800.00	\$62,800.00	\$51,667.33	\$51,667.33	\$35,000.00	\$35,000.00
1	L.S.	Removal of Existing Structures	\$2,741.38	\$2,741.38	\$15,305.00	\$15,305.00	\$2,659.57	\$2,659.57	\$1,500.00	\$1,500.00
1	C.Y.	Foundation Stabilization (Set Price)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1	L.S.	Contractor Construction Staking	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$26,808.51	\$26,808.51	\$12,000.00	\$12,000.00
1	L.S.	Clearing and Grubbing	\$11,015.00	\$11,015.00	\$32,500.00	\$32,500.00	\$5,319.15	\$5,319.15	\$8,000.00	\$8,000.00
1,895	C.Y.	Common Excavation	\$37.50	\$71,062.50	\$24.75	\$46,901.25	\$12.77	\$24,199.15	\$9.00	\$17,055.00
184	L.F.	Ditch Grading	\$40.27	\$7,409.68	\$9.60	\$1,766.40	\$34.57	\$6,360.88	\$4.00	\$736.00
764	C.Y.	Pavement Removal	\$59.16	\$45,198.24	\$34.70	\$26,510.80	\$47.87	\$36,572.68	\$35.00	\$26,740.00
806	C.Y.	Compaction of Earthwork (Type B) (MR-90)	\$3.54	\$2,853.24	\$4.85	\$3,909.10	\$2.13	\$1,716.78	\$7.00	\$5,642.00
1,012	C.Y.	Compaction of Earthwork (Type A) (MR 5-5)	\$5.63	\$5,697.56	\$5.15	\$5,211.80	\$2.13	\$2,155.56	\$5.00	\$5,060.00
68	C.Y.	Flowable Fill (Low Strength)	\$84.75	\$5,763.00	\$96.00	\$6,528.00	\$117.02	\$7,957.36	\$180.00	\$12,240.00
1	MGAL	Water (Grading) (Set Price)	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
1	MGAL	Water (Aggregate Base) (Set Price)	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
6,501	S.Y.	Combined Material (AB-3) (6" Compacted)	\$11.95	\$77,686.95	\$7.30	\$47,457.30	\$7.33	\$47,652.33	\$8.00	\$52,008.00
3,520	L.F.	Curb and Gutter (2'-6" Combined) (AE)	\$26.00	\$91,520.00	\$26.00	\$91,520.00	\$27.66	\$97,363.20	\$16.00	\$56,320.00
388	S.Y.	Concrete Pavement (6" Uniform) (NRDU) (AE)	\$83.00	\$32,204.00	\$83.00	\$32,204.00	\$88.30	\$34,260.40	\$65.00	\$25,220.00
270	S.Y.	Concrete Pavement (6" Reinforced) (AE)	\$50.50	\$13,635.00	\$50.50	\$13,635.00	\$53.72	\$14,504.40	\$60.00	\$16,200.00
4	Ea.	Mailbox (Relocation)	\$319.93	\$1,279.72	\$200.00	\$800.00	\$234.66	\$938.64	\$50.00	\$200.00
204	S.Y.	Sidewalk Construction (4") (AE)	\$45.00	\$9,180.00	\$45.00	\$9,180.00	\$47.87	\$9,765.48	\$46.00	\$9,384.00
18	S.Y.	ADA Sidewalk Ramp	\$250.00	\$4,500.00	\$250.00	\$4,500.00	\$265.96	\$4,787.28	\$180.00	\$3,240.00
15	L.F.	12" CMP	\$85.51	\$1,282.65	\$43.55	\$653.25	\$212.77	\$3,191.55	\$25.00	\$375.00
3,314	TONS	HMA (Commercial Grade) (Class A)	\$86.35	\$286,163.90	\$82.57	\$273,636.98	\$70.09	\$232,278.26	\$84.00	\$278,376.00
11	Ea.	Inlet (Type 22 Curb) (Precast)	\$5,104.65	\$56,151.15	\$5,200.00	\$57,200.00	\$4,660.28	\$51,263.08	\$3,400.00	\$37,400.00
2	Ea.	Storm Sewer Manhole (5'x5') (Precast)	\$5,306.42	\$10,612.84	\$4,980.00	\$9,960.00	\$3,458.26	\$6,916.52	\$4,500.00	\$9,000.00
1	Ea.	Storm Sewer Manhole Special (3'x3') (Precast)	\$4,067.87	\$4,067.87	\$3,890.00	\$3,890.00	\$3,002.98	\$3,002.98	\$2,400.00	\$2,400.00
516	L.F.	Storm Sewer (15" HDPE)	\$62.07	\$32,028.12	\$45.05	\$23,245.80	\$16.70	\$8,617.20	\$36.00	\$18,576.00
823	L.F.	Storm Sewer (18" HDPE)	\$68.14	\$56,079.22	\$47.75	\$39,298.25	\$23.40	\$19,258.20	\$38.00	\$31,274.00

**CITY OF EMPORIA, KS
BID TABULATION
FOR CONSTRUCTION OF 30TH AVENUE CONSTRUCTION PROJECT PV2006**

February 23, 2021

Quantity		Units	Description	Bettis Asphalt & Construction Inc. Topeka, KS		Killough Construction Ottawa, KS		APAC - Kansas, Inc. Emporia, KS		CITY ENGINEER'S ESTIMATE	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
43	L.F.		Storm Sewer (12" RCP)	\$120.91	\$5,199.13	\$68.20	\$2,932.60	\$38.56	\$1,658.08	\$40.00	\$1,720.00
114	L.F.		Storm Sewer (15" RCP)	\$88.26	\$10,061.64	\$69.00	\$7,866.00	\$38.56	\$4,395.84	\$42.00	\$4,788.00
31	L.F.		Storm Sewer (18" RCP)	\$136.81	\$4,241.11	\$70.60	\$2,188.60	\$45.72	\$1,417.32	\$45.00	\$1,395.00
40	L.F.		Storm Sewer (24" RCP)	\$154.01	\$6,160.40	\$80.55	\$3,222.00	\$60.62	\$2,424.80	\$48.00	\$1,920.00
96	L.F.		6" ADS Pipe	\$66.18	\$6,353.28	\$21.60	\$2,073.60	\$7.98	\$786.08	\$30.00	\$2,880.00
54	L.F.		Reinforced Concrete Box (4'x3') (Precast)	\$388.15	\$20,960.10	\$382.10	\$20,633.40	\$547.99	\$29,591.46	\$500.00	\$27,000.00
10	C.Y.		Flared Wingwalls	\$960.00	\$9,600.00	\$960.00	\$9,600.00	\$638.30	\$6,383.00	\$1,200.00	\$12,000.00
20	L.F.		Fence (Chain Link) (6')	\$185.00	\$3,700.00	\$175.00	\$3,500.00	\$8.51	\$170.20	\$120.00	\$2,400.00
11	Ea.		Temporary Inlet Sediment Barrier	\$185.00	\$2,035.00	\$100.00	\$1,100.00	\$425.53	\$4,680.83	\$150.00	\$1,650.00
200	L.F.		Temporary Slope Barrier (Silt Fence)	\$5.25	\$1,050.00	\$4.00	\$800.00	\$2.66	\$532.00	\$3.00	\$600.00
1	C.Y.		Sediment Removal (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
1	L.S.		Temporary Seeding	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$6,722.34	\$6,722.34	\$2,000.00	\$2,000.00
1	L.S.		Permanent Seeding and Mulch	\$4,850.00	\$4,850.00	\$4,500.00	\$4,500.00	\$6,136.17	\$6,136.17	\$4,000.00	\$4,000.00
1,641	L.F.		Pavement Marking (Thermo) (4" Yellow) (Double)	\$2.00	\$3,282.00	\$2.00	\$3,282.00	\$2.13	\$3,495.33	\$2.40	\$3,938.40
40	L.F.		Pavement Marking (Thermo) (24" Type II Crosswalk) (White)	\$18.00	\$720.00	\$18.00	\$720.00	\$19.15	\$766.00	\$16.00	\$640.00
28	L.F.		Pavement Marking (Thermo) (24" STOP Bar) (White)	\$18.00	\$504.00	\$18.00	\$504.00	\$19.15	\$536.20	\$16.00	\$448.00
30	S.F.		Sign (Flat Sheet) (High Performance)	\$30.00	\$900.00	\$30.00	\$900.00	\$31.92	\$957.60	\$23.00	\$690.00
36	L.F.		Sign Post (1 3/4" PSST)	\$25.00	\$900.00	\$25.00	\$900.00	\$26.60	\$957.60	\$14.00	\$504.00
4	Ea.		Sign Post Footing (1 3/4" PSST)	\$45.00	\$180.00	\$45.00	\$180.00	\$47.87	\$191.48	\$80.00	\$320.00
6	Ea.		Removal of Existing Signs and Post	\$122.08	\$732.48	\$25.00	\$150.00	\$218.17	\$1,309.02	\$150.00	\$900.00
1	L.S.		Traffic Control	\$6,520.00	\$6,520.00	\$6,520.00	\$6,520.00	\$6,936.17	\$6,936.17	\$20,000.00	\$20,000.00
110	L.F.		12" Water Main (C900) (In Place)	\$140.21	\$15,423.10	\$145.00	\$15,950.00	\$42.62	\$4,688.20	\$120.00	\$13,200.00
1	Ea.		12" Butterfly Valve (In Place)	\$5,700.00	\$5,700.00	\$8,000.00	\$8,000.00	\$4,648.94	\$4,648.94	\$4,200.00	\$4,200.00
4	Ea.		12"x45 Degree Bend	\$180.00	\$720.00	\$900.00	\$3,600.00	\$146.81	\$587.24	\$1,500.00	\$6,000.00
20	L.F.		20" Steel Casing	\$130.89	\$2,617.80	\$200.00	\$4,000.00	\$106.76	\$2,135.20	\$250.00	\$5,000.00
TOTAL AMOUNT OF BASE BID:					\$1,063,629.06		\$929,322.13		\$791,390.59		\$782,226.40

**CITY OF EMPORIA, KS
BID TABULATION
FOR CONSTRUCTION OF 30TH AVENUE CONSTRUCTION PROJECT PV2006**

February 23, 2021

Quantity	Units	Description	Bettis Asphalt & Construction Inc. Topeka, KS		Killough Construction Ottawa, KS		APAC - Kansas, Inc. Emporia, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
Add Alternate No. 1										
90	C.Y.	Flowable Fill (Low Strength)	\$110.00	\$9,900.00	\$96.00	\$8,640.00	\$117.02	\$10,531.80	\$180.00	\$16,200.00
40	L.F.	12" Steel Casing	\$80.97	\$3,238.80	\$70.00	\$2,800.00	\$57.43	\$2,297.20	\$120.00	\$4,800.00
90	L.F.	24" Steel Casing	\$142.08	\$12,787.20	\$110.00	\$9,900.00	\$100.77	\$9,069.30	\$150.00	\$13,500.00
40	L.F.	30" Steel Casing	\$199.80	\$7,992.00	\$175.00	\$7,000.00	\$157.45	\$6,298.00	\$250.00	\$10,000.00
TOTAL OF ADD ALTERNATE NO. 1:				<u>\$33,918.00</u>		<u>\$28,340.00</u>		<u>\$28,196.30</u>		<u>\$44,500.00</u>
TOTAL OF BASE BID & ADD ALTERNATE NO. 1 :				<u>\$1,097,547.06</u>		<u>\$957,662.13</u>		<u>\$819,586.89</u>		<u>\$826,726.40</u>

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 9

SUBJECT: Consider Awarding a Bid for the 2021 Hazardous Sidewalk Program.

RECOMMENDATION: Staff's Recommendation is to Award the 2021 Hazardous Sidewalk project to Emporia Construction & Remodeling, Inc.

BACKGROUND SUMMARY:

At 3:00 p.m. on Tuesday, February 23, 2021, the City Engineer's Office publicly opened bids on the 2021 Hazardous Sidewalk Project. The bid received is intended for setting unit prices for each individual project line item. Bid totals were achieved by multiplying these unit prices with our initial estimated quantities from the list of individual site work projected for the 2021 Hazardous Sidewalk program. The following is the total for the bid received and the Engineer's estimate.

Contractor	Base Bid
Emporia Construction & Remodeling, Inc.	\$52,895.00
Engineer's Estimate	\$50,330.00

The 2021 Hazardous Sidewalk Program is budgeted at \$100,000.00. Additional locations and quantities will be added to this contract throughout this year. The program also allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit prices.

Attached is the complete project bid tabulation sheet for the base bid.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

CITY OF EMPORIA, KS
BID TABULATION
FOR 2021 HAZARDOUS SIDEWALK PROJECT

Bid Date and Time:
 3:00pm, 2/23/2021
 at City Engineering

Quantity Base Bid	Units	Description	Emporia Construction & Remodeling, Inc.		CITY ENGINEER'S	
			Emporia, KS		ESTIMATE	
			Unit	Total	Unit	Total
50	S.F.	4" SIDEWALK (0-100 SF)	\$10.00	\$500.00	\$10.00	\$500.00
1,800	S.F.	4" SIDEWALK (101-250 SF)	\$8.50	\$15,300.00	\$8.00	\$14,400.00
2,000	S.F.	4" SIDEWALK (251+ SF)	\$8.00	\$16,000.00	\$7.40	\$14,800.00
400	S.Y.	6" SIDEWALK	\$8.20	\$3,280.00	\$8.45	\$3,380.00
250	S.F.	6" REINF. SIDEWALK	\$9.50	\$2,375.00	\$9.50	\$2,375.00
50	Hr.	MISC. SITE WORK	\$55.00	\$2,750.00	\$50.00	\$2,500.00
60	L.F.	CURB & GUTTER R&R	\$64.00	\$3,840.00	\$60.00	\$3,600.00
20	S.Y.	HANDICAP RAMP (WARNING PANEL)	\$330.00	\$6,600.00	\$330.00	\$6,600.00
5	S.Y.	HANDICAP RAMP (NO PANEL)	\$250.00	\$1,250.00	\$250.00	\$1,250.00
100	L.F.	SAW CUTTING	\$10.00	\$1,000.00	\$9.25	\$925.00
TOTAL AMOUNT OF BASE BID:				\$52,895.00		\$50,330.00

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 10

SUBJECT: Consider approval of agreement with Kaw Valley Engineering for Design Services for Road 180/18th Avenue roadway and drainage improvements from Rd. G to the west end of the Westar/Evergy Plat.

RECOMMENDATION: Staff recommends approval of the agreement and authorize the mayor to sign.

BACKGROUND SUMMARY:

The City has recently been approved to receive Access Management funding from KDOT for construction of this portion of Road 180. Kaw Valley is part of the design services team involved with the site improvements for Evergy's proposed 19-acre office, repair shop and laydown yard. This will keep design of the Road 180 street & drainage and Evergy site improvements with 1 shop for better coordination and scheduling.

This design contract will be funded in part by the City's agreement with Evergy and the multi-year fund.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), by and between the **City of Emporia, Kansas**, located at **104 E. 5th Avenue, Emporia, Kansas** ("Client"), and **Kaw Valley Engineering, Inc.**, located at **742 Duvall Ave. Salina, Kansas**, ("KVE"):

WHEREAS, Client intends to **Reconstruct Road 180, Road G to approximately ¼ mile West in Lyons County, Kansas.** (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

Engineering Scope:

1. Please see Exhibit A

State Requirements:

A. Third Party Beneficiary

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and KVE. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because KVE failed to comply with its contract obligations under this Agreement or because of KVE's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with KVE as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

B. Completion of Design. Completion of all plan development stages shall be no later than the current Project schedule's due dates, exclusive of delays beyond KVE's control.

C. Progress Reports. KVE to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

D. Conformity with State and Federal Requirements. KVE shall be responsible to design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

1.02 Additional Services. In addition to the Services, Client may desire additional services as Project requirements develop (the "Additional Services"). If authorized by the Client and KVE, KVE shall provide Additional Services which may include, but are not limited to the following:

- 1. Inspection**
- 2. Materials Testing**
- 3. Construction Staking**

1.03 Change in Scope. In the event there are changes in design criteria and/or geometrics that could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT’S RESPONSIBILITIES

2.01 Client’s Responsibilities. Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:

- A. Provide KVE with all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client’s standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
- B. Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
- C. Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE’s services, or any nonconformance in KVE’s Services or in the work of any other contractor on the Project.
- D. Arrange for the safe access to and make all provisions for KVE and KVE’s employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.
- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- F. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Services of KVE.

A. **For Basic Services.** The Client shall pay KVE for Basic Services according to the following schedule per scope item, plus Reimbursable Expenses, as set forth in the Standard Hourly Rate Schedule attached hereto as Exhibit “B” and incorporated herein by reference:

(i) **Lump Sum Fees.**

1. Design Fees	\$69,900.00
Total Lump Sum Fees.....	\$69,900.00

B. **For Additional Services.** Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Services. The Client shall pay KVE for Additional Services performed in accordance with the Standard Hourly Rate Schedule attached hereto as Exhibit “B”.

3.02 **Payment Due.** Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.

3.03 **Retainer.** Client shall make an initial payment of **\$0.00** as a retainer, upon Client's execution of this Agreement. Upon receipt of this retainer payment, KVE shall commence the Services as provided for under this Agreement. The retainer shall be held by KVE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, KVE shall refund the balance to Client with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due.

3.04 **Late Fees.** If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) percent per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.

3.05 **Disputed Invoices.** In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.

3.06 **Suspension of Services.** If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client shall compensate KVE for reasonable expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE or City may mutually agree to terminate this Agreement upon five (5) calendar days' written notice to other party. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole

and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.

- 3.07 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE IV– GENERAL CONSIDERATIONS

4.01 Standards of Performance.

- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
- B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.
- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.
- F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk.

Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials, or create a warranty or guarantee by KVE.

- 4.02 Site Safety.** Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.
- 4.03 Hazardous Materials.** As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of KVE's Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.
- 4.04 Authorized Project Representatives.** Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE's and Client's respective representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.
- 4.05 Electronic Files, Deliverables, Submittals.**

- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plat and plan information and will be in Autocad Map compatible format. If KVE's work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.
 - B. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.
 - C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.
 - D. CADD submittals to or on behalf of Client will be prepared using Autocad Map and shall be considered within the Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.
- 4.06 Opinions of Probable Cost.** KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.
- 4.07 Use of Documents.**
- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
 - B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard-copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only

for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.
- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.
- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in Exhibit "C", SAMPLE Acord 25 – Certificate of Liability Insurance. KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE.
- B. KVE shall deliver to Client certificate(s) of insurance evidencing the coverage indicated in Exhibit "C". Such certificate(s) shall be furnished prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

4.09 Delays. The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any

government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

- 4.10 Termination For Cause.** This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.
- 4.11 Controlling Law.** The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.
- 4.12 Dispute Resolution.**
- A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.
 - B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.
- 4.13 Exclusion of Special, Incidental, Indirect and Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees. This waiver shall include, but is not limited to, loss of use of the Property or any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.
- 4.14 No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE. KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

- 4.15 Indemnification.** Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense to the extent it arises out of and is caused by the negligent performance of KVE, its officers or employees under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.
- 4.16 Betterment.** If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 4.17 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.18 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.19 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.20 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.21 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.22 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 4.23 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

- 5.01 Authorization to Proceed.** By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

- 6.01 Entire Agreement.** This Agreement, comprising pages 1 through 11, Exhibit “A”, Standard Hourly Rate Sheet and Exhibit “C”, is the entire Agreement between the Client and KVE. It supersedes all prior communications, understandings and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below written.

KVE	CLIENT
<u>Kaw Valley Engineering, Inc.</u>	<u>City of Emporia</u>
By: <u>Justin M. Owens, P.E.</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>02-18-2021</u>	Date: _____
Address for Giving Notice:	Address for Giving Notices:
<u>Kaw Valley Engineering, Inc.</u>	<u>City of Emporia</u>
<u>742 Duvall Avenue</u>	<u>111 East 6th Avenue</u>
<u>Salina, Kansas 67401</u>	<u>Emporia, Kansas 66801</u>
Authorized Project Representative:	Authorized Project Representative:
Name: <u>Justin M. Owens, P.E.</u>	Name: _____
Title: <u>Project Manager</u>	Title: _____
Phone: <u>785-823-3400</u>	Phone: _____
Fax: <u>785-823-3411</u>	Fax: _____
Email: <u>owens@kveng.com</u>	Email: _____
	Accounting / Accounts Payable:
	Email: _____
	(Email address where invoices can be sent electronically)

Exhibit A

Project Scope of Services Road 180 (from Road G to approximately a quarter mile west) City of Emporia

Location: Road 180 from Road G to approximately a quarter mile west. Includes the west leg of the intersection of Road G.

Scope of Services: The scope listed below defines the work to be completed in this contract. The work is defined as the engineering necessary to prepare the completed construction plans. The plans will be developed in stages to allow for checks at Field Check, Office Check, and Final Check. Plans will be submitted to KDOT and the City for review at each milestone. It is anticipated that road construction will need to be completed by January 2023 for the commissioning of the Evergy facility.

Kaw Valley Engineering's manhour buildup is based on the following:

1. Develop a set of construction plans. The completed construction plans will be for a 0.25 mile 3-lane urban roadway.
2. Design and detail storm sewer based on KDOT design manual with city modifications.
3. Design sidewalk the length of the project along the south side of RD 180.
4. Determine need for additional right-of-way and easements.
5. Road is to be closed to traffic during construction. A signed detour will be provided for Evergy site construction.
6. Develop permanent pavement marking and signing plans.
7. Develop plans for temporary and permanent erosion control.
8. Coordinate plan development and schedule with Evergy Service Center development.
9. Develop plans to replace or extend the existing RFB bridge.
10. Complete USCOE, DWR, and NOI permits.
11. Develop the SWPPP.
12. Assumes that HEC-RAS modeling will be available from DWR and a no-rise is achievable.
13. Coordinate with utility companies to identify conflicts.
14. Provide cost estimate at major milestones.
15. Complete necessary KDOT forms.
16. Answer contractor questions at bidding.
17. Project to be constructed using City specifications that reference KDOT specifications.
18. Develop project manual.

Items not included in manhour buildup:

1. Geotechnical investigation and pavement recommendation.
2. Traffic analysis.
3. Lighting Design.
4. FEMA map revisions (assuming no-rise is achievable).

Items to be furnished by the City of Emporia:

1. Provide topographic survey.
2. Provide existing right-of-way.
3. Payment of all permit fees.
4. Standard pavement section.
5. Conduct right-of-way and easement acquisition.
6. City technical specifications
7. City standard details.

Engineering Fee Hourly Breakdown

Task	Hours Estimate						Estimated Fees for Deliverables
	Project Manager	Design Engineer	Intern Engineer	Senior Design Technician	Drafting Technician	Administrative Assistant	
Rate	\$170.00	\$130.00	\$105.00	\$100.00	\$90.00	\$50.00	
Conceptual Phase							
Project Kick-off Meeting	1						\$170.00
Preliminary Sketches	2	4			8		\$1,580.00
Field Check (50%)							
Title Sheet		1		1	2		\$410.00
Typical Sections	1	1		1	2		\$580.00
Plan & Profile	2	12	16	12	60		\$10,180.00
Cross Sections	2	4		4	24		\$3,420.00
Drainage Design	2	8	8	4	16		\$4,060.00
HEC-RAS Modeling	1	16					\$2,250.00
Cost Estimate	1	1		4	8		\$1,420.00
QC Check	8	2			8		\$2,340.00
Deliverables	1	1		2	4		\$860.00
Field Check	6						\$1,020.00
Meetings/Coordination	4						\$680.00
Office Check (95%)							
Title Sheet		1			1		\$220.00
Typical Sections		1			1		\$220.00
Plan & Profile	1	2	2	8	40		\$5,040.00
Cross Sections	1	1		2	8		\$1,220.00
Drainage Design	1	2	2	2	8		\$1,560.00
RFB Design	2	4	4	2	8		\$2,200.00
Traffic Control		1	1		4		\$595.00
Joining Plan		1	1		8		\$955.00
Intersection Details	1	1	2		12		\$1,590.00
Pavement Marking	1	1	1		4		\$765.00
Signing	1	1	1		4		\$765.00
Details & Standards	2	2	2	2	16		\$2,450.00
Summary of Quantities	1	2	2	8	32		\$4,320.00
Erosion Control Plans	1	1	1		8		\$1,125.00
Permitting (USCOE, DWR, NOI)	1	16	2		1	4	\$2,750.00
SWPPP		1	1			8	\$635.00
Cost Estimate	1	1			1		\$390.00
Develop Project Manual	1	2				8	\$830.00
QC Check	8	2			8		\$2,340.00
Deliverables	2	1					\$470.00
Meetings/Coordination	4						\$680.00
Final Check (100%)							
Address Final Comments	2	2	2	2	16		\$2,450.00
Summary of Quantities	1	1	1	2	4		\$965.00
Cost Estimate	1	1		2	4		\$860.00
QC Check	4	1			2		\$990.00
Deliverables	2	1					\$470.00
Meetings/Coordination	4						\$680.00
Utility Coordination							
Distribute Plans	1						\$170.00
Coordination	2	2					\$600.00
Follow-up	1	1					\$300.00
Bid Solicitation Phase							
Advertise Project	1					2	\$270.00
Answer Questions/Addendums	1	2				2	\$530.00
Attend Bid-Opening	4						\$680.00
Execute Contract Documents	1					4	\$370.00
Total Hours	85	105	49	58	322	28	

Labor \$69,425.00
Project Reimbursables (mileage) \$475.00
Total \$69,900.00

Exhibit B



KAW VALLEY ENGINEERING

2021 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$190.00
Project Manager	170.00
Structural Engineer	155.00
Senior Design Engineer	150.00
Design Engineer	130.00
Intern Engineer	105.00
Senior CADD Technician	100.00
CADD Technician	90.00
Administrative Assistant	50.00

Surveying Services

Project Manager / Survey Manager	\$130.00
Professional Land Surveyor / Department Supervisor	120.00
Survey Research and Computations	90.00
1 - Person Survey Crew with Standard Equipment	125.00
2 - Person Survey Crew with Standard Equipment	160.00
Senior CADD Technician	100.00
CADD Technician	90.00
GNSS Equipment	35.00
Robotic Total Station Equipment	35.00
3-D LiDAR Scanning Equipment	45.00
ATV Equipment	100.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$100.00
Geotechnical Engineer	150.00
Materials Engineer	150.00
Registered Geologist	100.00
Truck-Mounted Drill Rig with Crew	180.00
ATV-Mounted Drill Rig with Crew	200.00
Engineer Technician	75.00
Senior Engineer Technician	80.00
Non-Destructive Testing Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00 / sheet
Bond	2.50 / sheet
8½" x 11" (Black & White)	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color)	1.50 / sheet
11" x 17" (Color)	2.50 / sheet
Large Media	10.50 / sq. ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$ 0.56 / mile
Vehicle Mileage (Drill Rig)	4.00 / mile

Hourly Rate Sheet 2021.docx.1.2021

2319 N. Jackson, PO Box 1304 • Junction City, Kansas 66441 • Tel: 785-762-5040 • Fax: 785-762-7744
 8040 N. Oak Trafficway • Kansas City, Missouri 64118 • Tel: 816-468-5858 • Fax: 816-468-6651
 14700 West 114th Terrace • Lenexa, Kansas 66215 • Tel: 913-894-5150 • Fax: 913-894-5977
 742 Duval Ave. • Salina, Kansas 67401 • Tel: 785-823-3400 • Fax: 785-823-3411
 20 East Fifth Ave • Emporia, Kansas 66801 • Tel: 620-208-5240
 200 N. Emporia, Suite 100 • Wichita, Kansas 67202 • Tel: 316-440-4304

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA#0H64724 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650 INSURED Kaw Valley Engineering, Inc. 2319 North Jackson Street Junction City, KS 66441	CONTACT NAME: Lynne Cox PHONE (A/C, No, Ext): E-MAIL ADDRESS: lynne.cox@imacorp.com INSURER(S) AFFORDING COVERAGE INSURER A: CINCINNATI INS CO INSURER B: TRAVELERS CAS & SURETY CO OF AMER INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 10677 31194
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COVERAGES **CERTIFICATE NUMBER:** 59379175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			BNP0538086	06/01/20	06/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP0538086	06/01/20	06/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ENP0538086	06/01/20	06/01/21	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BWC0538227	06/01/20	06/01/21	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			105327070	08/08/19	08/08/20	Each Claim 3,000,000
B	Pollution Liability			105327070	08/08/19	08/08/20	Aggregate 3,000,000
							See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SAMPLE CERTIFICATE xxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxx, KS xxxxxxxxx USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)
Kfrost
59379175

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY ENDORSEMENT – WITH PRIMARY OTHER INSURANCE AND VICARIOUS LIABILITY COVERAGE

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following replaces section **IV. DEFINITIONS, J. Insured:**

Insured means any **Insured Person, Named Insured, Predecessor Firm, or Described Client.**

2. The following replaces section **IV. DEFINITIONS, Y. Wrongful Act:**

Wrongful Act means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of or failure to render **Professional Services**;
2. **Network and Information Security Offense**; or
3. **Pollution Incident**,

by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

3. The following are added to section **IV. DEFINITIONS:**

Bodily injury means harm to the physical health of other persons, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

Described Client means any client of a **Named Insured**, but only for any **Claim** that is caused by a **Wrongful Act** that is a **Pollution Incident** resulting solely from the operations of the **Named Insured** or any person or entity for whom the **Named Insured** is legally liable; provided that there is a written agreement, in effect at the time of the **Pollution Incident**, requiring that such **Described Client** be named as an **Insured** in the **Named Insured's** insurance policy for **Claims** based upon or arising out of pollution.

Hostile Fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

Mobile Equipment means any of the following types of land vehicles, including attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads.
2. Vehicles maintained for use solely on or next to premises the Insured owns or rents.
3. Vehicles that travel on crawler treads.
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers, or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
5. Vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting, and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in 1., 2., 3., 4., or 5. above maintained primarily for purposes other than transportation of persons or cargo.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any **Pollutant**.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105327070**

DPL-2019 Rev. 04-18

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Page 1 of 2

Pollution Incident means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of **Pollutants** into or upon the land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **Bodily Injury** or **Property Damage**.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

1. smoke, vapors, soot, fumes;
2. acids, alkalis, chemicals; and
3. waste, including materials to be recycled, reconditioned, or reclaimed.

Pollutant does not include smoke, vapors, soot, or fumes from a **Hostile Fire**.

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

4. The following is added to section **V. EXCLUSIONS**:

Pollution, or Ownership or Use of Automobiles, Aircraft, or Watercraft at Certain Locations

This policy does not apply to any **Claim** based upon or arising out any of the following on projects where the **Insured** is responsible for construction, erection, fabrication, or remediation:

1. **Pollution** at, on, in, or from any property or facilities that were at any time owned or rented by the **Insured** or by any entity in joint venture with the **Insured**.
2. Ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock, provided that this exclusion will not apply to the ownership, maintenance, use, operation, loading, or unloading of any **Mobile Equipment**.

5. The following replaces section **VI. CONDITIONS, B. OTHER INSURANCE**:

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is:

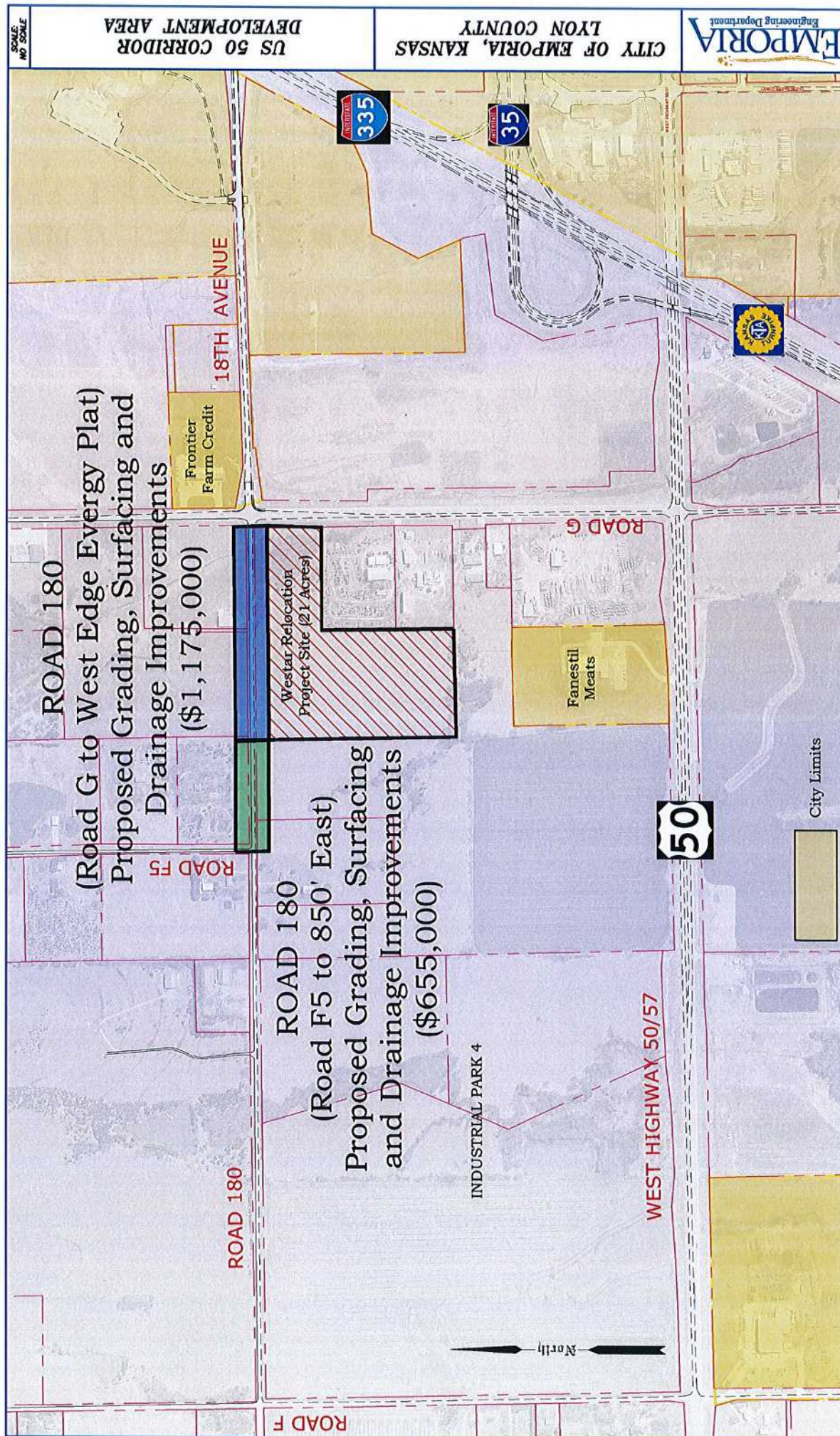
1. written specifically excess of this policy by reference in such other insurance to this policy; or
2. issued to a **Described Client**.

This policy will not be subject to the terms of any other insurance.

When such other insurance available to the **Insured** has been issued for a specific project or projects, this policy will not respond until the limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, self-insured or otherwise, has been exhausted.

When such other insurance available to the **Insured** is issued to a **Described Client**, this policy will apply as primary insurance for any **Claim** covered by both this policy and such other insurance. For such **Claims**, the insurance issued to the **Described Client** will apply as excess over, and will not contribute with, the insurance available under the policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 11

SUBJECT: Consider Ordinance Authorizing the Issuance of General Obligation Bonds for Aviation Fuel Truck, Motor Grader and Water Treatment Plant Equipment.

RECOMMENDATION: Approve Ordinance Authorizing the Issuance of General Obligation Bonds for Aviation Fuel Truck, Motor Grader and Water Treatment Plant Equipment.

BACKGROUND SUMMARY

The following items have been included in the 2021 budget. Authorizations will be issued so that the City can issue bonds later in the year for these purchases.

- 1) Aviation fuel truck. The current fuel truck is a 1986 truck that is used to pump Avgas into the planes. The authorization is for \$175,000.
- 2) Motor grader for the street department. The authorization is for \$200,000.
- 3) Replacing the turbidimeters at the Water Treatment plant for \$300,000.
- 4) Replacing the actuators at the Water Treatment plant for \$550,000.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

(Published in the *Emporia Gazette* on March __, 2021)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF EMPORIA, KANSAS TO PAY COSTS OF ACQUIRING EQUIPMENT FOR CITY SERVICES AND MAKING IMPROVEMENTS AT THE WATER TREATMENT PLANT

WHEREAS, the City of Emporia, Kansas (the "City"), is a duly organized city of the first class created and existing under the laws of the state of Kansas; and

WHEREAS, the governing body of the City finds it necessary to acquire certain equipment to assist in providing City services as follows:

- (a) A motor grader to be used by the City's street department, at an estimated cost of \$200,000; and
- (b) An aviation fuel truck for use at the City owned airport, at an estimated cost of \$175,000 (collectively, the "Equipment"); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas (the "Home Rule Amendment"), the City has authority to determine its local affairs and government except when limited or prohibited by an enactment of the state legislature applicable uniformly to all cities of the same class; and

WHEREAS, no statutory authority exists to limit or prohibit the exercise of the City's authority under the Home Rule Amendment to authorize the acquisition of the Equipment and the issuance of general obligation bonds to pay costs thereof; and

WHEREAS, pursuant to K.S.A. 65-162a *et seq.* (the "Water Act"), the City is a municipality that operates and maintains a public water supply system, as defined in the Water Act, and the City is authorized to acquire, construct, reconstruct, improve, equip, rehabilitate and extend all or any part of the public water supply system; provided the improvement is not related to the diversion or transportation of water acquired through a water transfer, as defined by K.S.A. 82a-1501; and

WHEREAS, the governing body of the City finds it necessary to improve the City's water treatment plant that is part of its public water supply system by (i) upgrading 12 existing turbidimeters and acquiring and installing new turbidimeters for the pre-sedimentation and settling basins, at an estimated cost of \$300,000; and (ii) acquiring new valve actuators to replace aging actuators on the filters at the water treatment plant, at an estimated cost of \$550,000 (the "Water System Improvements"); and

WHEREAS, the Water System Improvements are not related to the diversion or transportation of water acquired through a water transfer defined in K.S.A. 82a-1501; and

WHEREAS, it is necessary to pay costs of the Water System Improvements and the Equipment by issuing general obligation bonds of the City; and

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

Section 1. Authorization of Project. Pursuant to the Home Rule Amendment, the governing body authorizes the acquisition of the Equipment (as defined above) at a total estimated cost of \$375,000. Pursuant to the Water Act, the governing body authorizes the Water System Improvements (as defined above) at a total estimated cost of \$850,000.

Section 2. Payment of Costs; Bonds. The estimated cost of the Equipment and the Water Improvements (collectively the "Project") to be paid by the City is \$1,225,000, and such cost, plus the costs of financing the Project, is authorized to be paid city-at-large through issuance of general obligation bonds of the City as authorized by the Home Rule Amendment and the Water Act, or from other available funds of the City. Temporary notes of the City may be issued to pay costs of the Project until general obligation bonds authorized by this Ordinance are issued.

Section 3. Reimbursement. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

Section 4. Additional Actions Authorized. The Mayor and City Clerk are authorized and directed to take such other action, including the execution of documents, as may be necessary to give effect to the intent of this Ordinance.

Section 5. Effective Date. This ordinance shall be in full force and effect after its passage by the governing body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on
March 3, 2021.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Robert F. Gilligan, 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 the City on March 3, 2021 at 1:30 p.m., with the Mayor Rob Gilligan presiding and the following members of the governing body present:

The following members of the governing body were absent:

Among other business, there was presented to the governing body, an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF EMPORIA, KANSAS TO PAY COSTS OF ACQUIRING EQUIPMENT FOR CITY SERVICES AND MAKING IMPROVEMENTS AT THE WATER TREATMENT PLANT

The Ordinance was considered and discussed; and on motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of all members present.

The Ordinance was assigned No. _____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the March 3, 2021 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 12

SUBJECT: Consider the acceptance of a Kansas Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$700,000.00 and authorize the Mayor to sign the agreement and other necessary documents.

RECOMMENDATION: Accept the Kansas Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$700,000.00 and authorize the Mayor to sign the agreement and other necessary documents.

BACKGROUND SUMMARY:

In the Fall of 2020, the City of Emporia applied for a Kansas Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$700,000.00. The City was notified earlier this month that the \$700,000.00 grant application had been awarded pending the approval of all necessary documents. The City's match will be secured from the KDHE Sewer Revolving Loan Fund and Western Consultants DBA Governmental Assistance Services will be utilized to administrate the grant on behalf of the City.

A copy of the agreement and budget is attached.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

STATE OF KANSAS
GRANT AGREEMENT NO. 21-PF-020
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Emporia

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Emporia**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: **CONDITION LETTER** (attached hereto as Attachment A), **SPECIAL CONDITIONS** (attached hereto as Attachment B), and the Grantee's **APPROVED PROJECT APPLICATION** dated **JANURARY 25, 2021**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the **GRANTEE HANDBOOK** (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the **APPROVED PROJECT APPLICATION**.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 1, 2021**, hereinafter called the "Commencement Date," and shall be complete on **FEBRUARY 28, 2023**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$700,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the **APPROVED PROJECT APPLICATION** and the **CONTRACT PROJECT BUDGET FORM**.
- B. In addition, the Grantee shall provide **\$1,003,200** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the **APPROVED PROJECT APPLICATION**.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$700,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Emporia Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 25, 2021**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **FEBRUARY 28, 2023** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **MAY 28, 2023**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

February 15, 2021

The Honorable Danny Giefer
Mayor, City of Emporia
111 East 6th Avenue
PO Box 928
Emporia, KS 66801

RE: Condition Letter for CDBG Grant No. 21-PF-020 Contract

Dear Mayor Giefer:

Congratulations for being selected to receive a 2021 Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$700,000, which will fund a sewer project. Added to the local contribution of \$1,003,200, the total estimated project cost will be \$1,703,200.

A Grantee Workshop will be held for public entities awarded funds. The Grantee is **required** to attend this training to receive instructions on how to begin the grant process. The workshop will be held virtually on February 25, 2021 at 10:00 a.m. An email invitation will be forthcoming with instructions for attending the workshop. Please notify your CDBG Project Manager if you have an LMI survey that needs approved to make arrangements for review.

A contract must be fully executed between the Grantee and the State by April 25, 2021. The contract start date for this award is March 1, 2021. **This Condition Letter is part of the CDBG contract, please read carefully.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

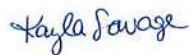
The Honorable Danny Giefer
Mayor, City of Emporia
February 15, 2021
Page 2

The project's construction contract must be awarded within one year from the contract start date of March 1, 2021. **Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.**

The CDBG funds awarded in this Condition Letter are contingent upon the State's receipt of funds from the U.S. Department of Housing & Urban Development.

The Department looks forward to assisting you to implement this project. If you have any questions related to this award, please contact Ginny Eardley of the CDBG staff at (785) 296-3610.

Sincerely,



Kayla Savage
Community Development Division Director

KS:GE:cav

GRANTEE NAME: Emporia

GRANT NUMBER: 21-PF-020

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment	\$ 700,000	\$ 677,200	KDHE-SRF	\$ 1,377,200
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 135,500	KDHE-SRF	\$ 135,500
i. Construction Inspection		\$ 110,000	KDHE-SRF	\$ 110,000
j. Architectural Services				\$ -
k. Other Professional Services		\$ 5,000	KDHE-SRF	\$ 5,000
Public Facility Activities Total	\$ 700,000	\$ 927,700		\$ 1,627,700
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities		\$ 40,000	KDHE-SRF	\$ 40,000
b. Legal		\$ 35,500	KDHE-SRF	\$ 35,500
c. Audit				\$ -
Administration Total	\$ -	\$ 75,500		\$ 75,500
ALL ACTIVITIES TOTAL	\$ 700,000	\$ 1,003,200		\$ 1,703,200

Rev. 2/2016

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 13

SUBJECT: Consider Request to Authorize Extended Park Hours on April 24, 2021 for Glow-in-the-Dark Disc Golf Event.

RECOMMENDATION: Authorize Extended Park Hours on April 24, 2021 for Glow-in-the-Dark Disc Golf Event.

BACKGROUND SUMMARY:

Dynamic Discs would like to hold a Glow-in-the-Dark Disc Golf event at Soden's Grove Park on April 24, 2021 from 11:00 p.m. to midnight as part of the Dynamic Discs Open week.

City Code Section 18-7 sets Soden's Grove Park hours from 6:00 a.m. to 11:00 p.m. with a provision to allow the City to authorize the park to remain open until 1:00 a.m. for special events.

The City Commission may approve the request by majority vote.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: March 3, 2021

ITEM NUMBER: 14

SUBJECT: Report from the City Manager on City Activities

RECOMMENDATION: This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

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

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

Tentative Agenda for March 10th Study Session at 10:00 a.m.

- Discuss Potential Funding Opportunities from Healthier Lyon County.
- Discuss Projects for Second State Revolving Fund Drinking Water Loan.
- Highland Street Improvements.
- City Emporia Stormwater Management Plan.
- Sewer System Connection Policy.
- Discuss Agreement for JAC with ERC.

ACTION RECORD

Action: _____

Motion: _____

Second: _____

Abstained: _____

Vote: _____

GEITZ _____

GIEFER _____

GILLIGAN _____

SMITH _____

BRINKMAN _____