



CITY COMMISSION
WEDNESDAY, MAY 7, 2025 AT 10:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

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

PROCLAMATIONS

Proclamation Recognizing the Month of May 2025 as Community Action Month

Accepted by: Colleen Smith, Lyon/Morris County Human Resources Coordinator for ECKAN CSBG

Proclamation Recognizing May 2025 as Foster Care Awareness Month

Accepted by: Lindsey Smith, Director, and Sydney Shryock, Marketing for Radical Life

Proclamation Recognizing May 29th-June 4th as Walk, Run & Bike Days

Accepted by: Eric Paul, Vice-Chair & Ryan Conley, Member of the Multi-Use-Path Planning Board

Proclamation Recognizing May 18th-24th as National Public Works Week

Accepted by: City of Emporia Public Works Department

Proclamation Recognizing May 11th-17th as National Police Week

Accepted by: Ed Owens, Chief of Police

PUBLIC FORUM

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

NEW BUSINESS

1) Award 2025 Concrete Street Repair Project

Presented by: Jim Ubert, City Engineer

Recommended Action: The staff's recommendation is to award the Base Bid plus Add Alternates No. 1 & 2 to Quality Built Construction, LLC in the amount of \$192,855.02 + \$39,374.35 + \$85,519.74 = \$317,749.11.

2) Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom, LLC

Presented by: James Watson, Asst. City Attorney

Recommended Action: Approve Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom,

LLC

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for April 16, 2025
- 2) 2025 Federal Fund Exchange Agreement
- 3) License Agreement for GCA Services Group
- 4) Application to the Kansas Housing Resources Corporation for Emergency Solutions Grant on Behalf of Local Agencies
- 5) Grant Agreement with Kansas Department of Commerce Small Cities CDBG Program for Improvements to 417 Commercial Street
- 6) Resolution 3764 Adopting a Common Consumption Area Special Events Policy
- 7) Ordinance 25-14 Pertaining to Costs and Fees in Municipal Court
- 8) Water Treatment Plant Electrical and Communications Addition

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter

Vice-Mayor Becky Smith

Commissioner Susan Brinkman

Commissioner Tyler Curtis

Commissioner Jamie Sauder

EXECUTIVE SESSION

- 1) Executive Session for 15 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:____ a.m./p.m.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Open Meetings Laws Changes
- 2) Discuss RDA Restructure
- 3) Allocation of Transient Guest Tax (TGT) Revenue & Appointment of Liaison Commissioners
- 4) Sanitary Sewer Overflows (SSOs)

ADJOURNMENT

Special Gathering

1) Public Notice



PROCLAMATION

WHEREAS, Community Action has made essential contributions across this nation for 61 years, inspiring a spirit of hope, creating opportunities for millions of people to be part of the American Dream, improving communities; and

WHEREAS, Community Action remains committed to a nation that creates opportunities for all people to thrive, builds strong, resilient communities, and ensures a more equitable society; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and

WHEREAS, Community Action is experienced in advancing opportunities by coordinating federal, state, local, and private resources to achieve results for people and communities; and

WHEREAS, Community Action is recognizing 61 years of innovation, impact, and providing proven results for Americans; and

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, do hereby proclaim the Month of May 2025 as

Community Action Month

in recognition of the hard work and dedication of Emporia Community Action Agencies

On this 7th Day of May 2025

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, every child deserves a safe, loving, and stable home, yet thousands of children in Kansas enter the foster care system each year due to abuse, neglect, or family hardship; and

WHEREAS, Radical Life Inc. has been a steadfast advocate for vulnerable children, providing essential services, support, and resources to bio and foster families, youth in care, and those aging out of the system; and

WHEREAS, foster parents, child welfare professionals, mentors, and community organizations play a critical role in nurturing and guiding children toward a brighter future; and

WHEREAS, raising awareness about the needs of children and families involved with foster care encourages more individuals and families to consider fostering, mentoring, or supporting child welfare initiatives such as family stability programs; and

WHEREAS, it is imperative that we, as a community, continue to work together to strengthen support systems, promote trauma-informed care, and advocate for policies that protect and uplift children and families involved with foster care; and

WHEREAS, the City of Emporia recognizes the dedication and efforts of Radical Life, Inc. in improving the lives of children and families through advocacy, education, and direct support; and

WHEREAS, May is National Foster Care Awareness month, and Radical Life, Inc., along with community artists and members involved with foster care have created an art exhibit at the Emporia Arts Council, on display the month of May entitled, "Stories from Foster Care."

NOW, THEREFORE, BE IT RESOLVED, that I, Erren Harter, Mayor of the City of Emporia, along with the City Commission, do hereby proclaim May 2025 as:

FOSTER CARE AWARENESS MONTH

in the City of Emporia, and encourage all residents to support foster children, families, and organizations like Radical Life Inc. in their mission to provide every child with hope, stability, and a loving future

On this 7th day of May 2025

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, from May 29th, 2025, through June 4th, 2025, Emporia will be the focus of two major bicycling and running events: and

WHEREAS, From May 29th to June 1st, Emporia will once again be the host to the Garmin UNBOUND Gravel bike race which is one of North America's premier, annual, ultra-endurance cycling challenges; this year's event will include the rides of 25, 50, 100, 200 & 350 miles and the High School Junior ride as well as the open air, market style "All Things Gravel" expo; and

WHEREAS, the UNBOUND Gravel rides will bring in over 5,000 participants from all 50 states, Puerto Rico, and 46 foreign countries. In addition, more than 10,000 friends, family, fans, and supporters will visit our community; and

WHEREAS, on June 3rd and June 4th, the 44th Annual Law Enforcement Torch Run will enter Lyon County at the Coffey County line, and local law enforcement officers will carry the Torch to El Dorado with an eventual destination at the summer games of the Special Olympics in Wichita; and

WHEREAS, we encourage our community to welcome these guests to our City, as they deserve the recognition for the countless hours of training they have endured to prepare for these events transpiring in these Flint Hills we call home; and

WHEREAS, the Multi-Use Path Planning Board encourages everyone to walk, run, or ride a bicycle to work during the week of these events;

NOW THEREFORE IT BE RESOLVED, I, Erren Harter, Mayor of Emporia, Kansas, do hereby proclaim May 29th through June 4th as

WALK, RUN & BIKE DAYS

in Emporia, Kansas. I encourage the residents of Emporia to follow the example of our running and bicycling visitors and get up, get out, and walk, run, or bicycle. Exercise leads to a healthy lifestyle and reduces illnesses related to a sedentary life.

**PROCLAIMED ON KANSAS BIKE TO SCHOOL DAY
THIS 7th DAY OF MAY 2025**

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and public health, high quality of life, and well-being of the people of Emporia, Kansas; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Emporia, Kansas, to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW THEREFORE IT BE RESOLVED, I, Erren Harter, Mayor, of the City of Emporia, do hereby designate the week of May 18–24, 2025, as

National Public Works Week

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all

On this 7th Day of May 2025

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, every day, our Nation's dedicated law enforcement officers put themselves at risk to keep their fellow Americans safe. These men and women selflessly risk their lives to protect our families against crime; and

WHEREAS, as we observe Peace Officers Memorial Day and Police Week, we pay tribute to the courageous men and women who wear the badge and keep the peace; and

WHEREAS, law enforcement officers of today carry on the long and proud tradition of service built by their predecessors. With valor and distinction, these citizens stand watch over us all and work hard to fight crime and violence; and

WHEREAS, law enforcement officers deserve our appreciation for the work they do, and citizens fulfill an important civic responsibility by supporting their work to protect our communities. By working together, we can achieve a better and more secure future for our children and grandchildren; and

WHEREAS, on Peace Officers Memorial Day and during Police Week, we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live. They performed their jobs with extraordinary distinction, and we will always remember their service and sacrifice; and

WHEREAS, by a joint resolution of the US Congress in 1962, it asked the President of the United States to designate May 15th of each year as "Peace Officers Memorial Day" and the week in which it falls as "Police Week" and also directed the flag be flown at half-staff on Peace Officers Memorial Day on May 15th of each year.

NOW THEREFORE, I, Erren Harter, Mayor of the City of Emporia, Kansas, do hereby recognize May 11th – 17th, 2025, as

National Police Week

in remembrance of those throughout our Nation who lost their lives while protecting others

On this 7th Day of May 2025

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



Commission Action Report

Award 2025 Concrete Street Repair Project

Title: Awarding 2025 Concrete Street Repair (Various Streets), Project No. PV2503

Agenda Date: May 7, 2025

Presented By: James Ubert, City Engineer

Background:

The 2025 Concrete Street Repair Project will consist of Base Bid: West Ridge Ct. & South Parkway Ct., Coronado Ave./Monterey drive, Coronado Ave./Montezuma Ct. drive, Coronado Ave. & Rio Vista Dr., 18th Ave. & East Wilman St. intersection, 18th Ave.& Center St. intersection, and 15th Ave. from Lincoln St. to Lawrence St.

Add Alternate No. 1 – Del Oso Drive, 1701 to 1801

Add Alternate No. 2 – Weaver Street, Railroad to 6th Avenue

Discussion:

At 2:00 pm on Tuesday, April 29th, 2025, the City Engineer's Office publicly opened bids on the 2025 Concrete Street Repair Project No. PV2503. The Engineering Office received a total of five (5) bids for this project, with one (1) of those being an unresponsive bid. The four (4) responsive bids received, and Engineer's Estimate are as follows:

Bidder Name	Base Bid	Add Alternate No. 1	Add Alternate No. 2
Engineer's Estimate	\$249,684.00	\$50,125.00	\$118,285.00
Quality Built Construction, LLC	\$192,855.02	\$39,374.35	\$85,519.74
S.R. Coffman Construction, Inc.	\$204,878.50	\$46,556.00	\$86,794.00
Burlington Construction, Inc.	\$263,866.00	\$43,765.00	\$103,103.00
Barkley Construction, LLC	\$298,590.00	\$50,485.00	\$138,360.00

Financial considerations:

This project will be funded by the City's Multi-Year Fund.

Recommended action:

Quality Built Construction, LLC has successfully completed City projects in the past, as a general contractor and as a subcontractor. Staff recommendation is to award the Base Bid plus Add Alternates No. 1 & 2 to Quality Built Construction, LLC in the amount of \$192,855.02 + \$39,374.35 + \$85,519.74 = \$317,749.11.

Attachments:

Bid tabulation is attached.

Page 1 of 1 CITY OF EMPORIA, KS BID TABULATION FOR 2025 CONCRETE STREET REPAIR PROJECT NO. PV2503 (VARIOUS LOCATIONS AROUND CITY) Location: City Engineering Dept. Date: 2:00 pm, April 29, 2025												
			Quality Built Construction, L.L.C.		SR Coffman Construction Inc.		Burlington Construtction Inc.		Barkley Construction, L.L.C.		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$2,500.00	\$2,500.00	\$12,450.00	\$12,450.00	\$41,000.00	\$41,000.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
343	L.F.	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$64.38	\$22,082.34	\$76.00	\$26,068.00	\$75.00	\$25,725.00	\$50.00	\$17,150.00	\$85.00	\$29,155.00
500	S.Y.	Base Removal and Replace (AB-3) (4" Compacted)	\$25.00	\$12,500.00	\$22.50	\$11,250.00	\$15.00	\$7,500.00	\$45.00	\$22,500.00	\$20.00	\$10,000.00
904	S.Y.	Concrete Pavement (9" Reinforced) (AE) (Remove & Replace)	\$127.17	\$114,961.68	\$127.00	\$114,808.00	\$157.75	\$142,606.00	\$180.00	\$162,720.00	\$155.00	\$140,120.00
63	L.F.	Protection Curb (8")	\$57.00	\$3,591.00	\$75.00	\$4,725.00	\$45.00	\$2,835.00	\$100.00	\$6,300.00	\$65.00	\$4,095.00
110	S.Y.	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	\$88.00	\$9,680.00	\$101.25	\$11,137.50	\$130.00	\$14,300.00	\$112.00	\$12,320.00	\$135.00	\$14,850.00
44	S.Y.	Sidewalk Ramp	\$285.00	\$12,540.00	\$285.00	\$12,540.00	\$300.00	\$13,200.00	\$250.00	\$11,000.00	\$406.00	\$17,864.00
8	EA.	Temporary Inlet Sediment barrier	\$250.00	\$2,000.00	\$200.00	\$1,600.00	\$700.00	\$5,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00
1	L.S.	Permanent Seeding, Fertilizer and Mulch	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
1	L.S.	Traffic Control	\$9,500.00	\$9,500.00	\$7,200.00	\$7,200.00	\$8,100.00	\$8,100.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL AMOUNT OF BASE BID:			\$192,855.02		\$204,878.50		\$263,866.00		\$298,590.00		\$249,684.00	

Add Alternate No. 1												
1	L.S.	Mobilization	\$1,250.00	\$1,250.00	\$5,900.00	\$5,900.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
366	L.F.	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$64.38	\$23,563.08	\$76.00	\$27,816.00	\$75.00	\$27,450.00	\$50.00	\$18,300.00	\$85.00	\$31,110.00
89	S.Y.	Concrete Pavement (6" Plain) (AE) (Remove & Replace)	\$107.43	\$9,561.27	\$120.00	\$10,680.00	\$135.00	\$12,015.00	\$165.00	\$14,685.00	\$135.00	\$12,015.00
1	L.S.	Permanent Seeding, Fertilizer and Mulch	\$1,500.00	\$1,500.00	\$1,560.00	\$1,560.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
1	L.S.	Traffic Control	\$3,500.00	\$3,500.00	\$600.00	\$600.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
TOTAL OF ADD ALTERNATE NO. 1:			\$39,374.35		\$46,556.00		\$43,765.00		\$50,485.00		\$50,125.00	

Add Alternate No. 2												
1	L.S.	Mobilization	\$1,250.00	\$1,250.00	\$4,350.00	\$4,350.00	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00
5	L.F.	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$64.38	\$321.90	\$76.00	\$380.00	\$75.00	\$375.00	\$50.00	\$250.00	\$85.00	\$425.00
250	S.Y.	Base Removal and Replace (AB-3) (4" Compacted)	\$25.00	\$6,250.00	\$32.00	\$8,000.00	\$15.00	\$3,750.00	\$45.00	\$11,250.00	\$20.00	\$5,000.00
552	S.Y.	Concrete Pavement (9" Reinforced) (AE) (Remove & Replace)	\$127.17	\$70,197.84	\$132.00	\$72,864.00	\$157.75	\$87,078.00	\$180.00	\$99,360.00	\$180.00	\$99,360.00
1	L.S.	Traffic Control	\$7,500.00	\$7,500.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
TOTAL OF ADD ALTERNATE NO. 2:			\$85,519.74		\$86,794.00		\$103,103.00		\$138,360.00		\$118,285.00	

TOTAL OF BASE BID + ADD ALTERNATE NO. 1:			\$232,229.37		\$251,434.50		\$307,631.00		\$349,075.00		\$299,809.00	
TOTAL OF BASE BID + ADD ALTERNATE NO. 2:			\$278,374.76		\$291,672.50		\$366,969.00		\$436,950.00		\$367,969.00	
TOTAL OF BASE BID + ADD ALTERNATE NO. 1 & 2:			\$317,749.11		\$338,228.50		\$410,734.00		\$487,435.00		\$418,094.00	

*Denotes inaccuracy in bid numbers

STATE OF KANSAS

2025 CONCRETE STREET REPAIR PROJECT NO. PV2503 (VARIOUS LOCATIONS)

CITY OF EMPORIA, KANSAS
LYON COUNTY

STATE	PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	PV2503	2025	1	25

CONCRETE PAVEMENT
CURB AND GUTTER
SIDEWALK AND RAMPS
TRAFFIC CONTROL
SEEDING

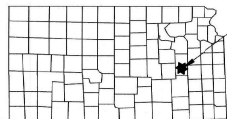
INDEX OF SHEETS

1. Title Sheet
2. Typical Sections and General Notes
3. Plan Sheet West Ridge Court & South Parkway Court
4. Plan Sheet Coronado Avenue & Monterey Drive
5. Plan Sheet Coronado Avenue & Montezuma Court/Drive
6. Plan Sheet Coronado Avenue & Rio Vista Drive
7. Plan Sheet 18th Avenue & East Wilman Street
8. Plan Sheet 18th Avenue & Center Street
- 9-10. Plan Sheets 15th Avenue (Lincoln Street to Lawrence Street)
11. Plan Sheet 1707 Del Oso Drive to 1801 Del Oso Drive (ADD ALTERNATE 1)
- 12-13. Plan Sheets Weaver Street (Railroad to 6th Avenue) (ADD ALTERNATE 2)
14. Summary of Quantities
15. Curb & Gutter Details
16. Alley & Entrance Details
17. Sidewalk and Handicap Ramp Details
18. Erosion Control and Seeding
- 19-25. Traffic Control

(ADD ALTERNATE 1)
Del Oso Drive
(1707 to 1801)

(ADD ALTERNATE 2)
Weaver Street
(Railroad to W.6th Ave.)

15th Avenue
(Lincoln St. to Lawrence St.)



CITY OF EMPORIA, KANSAS
POPULATION 24,818

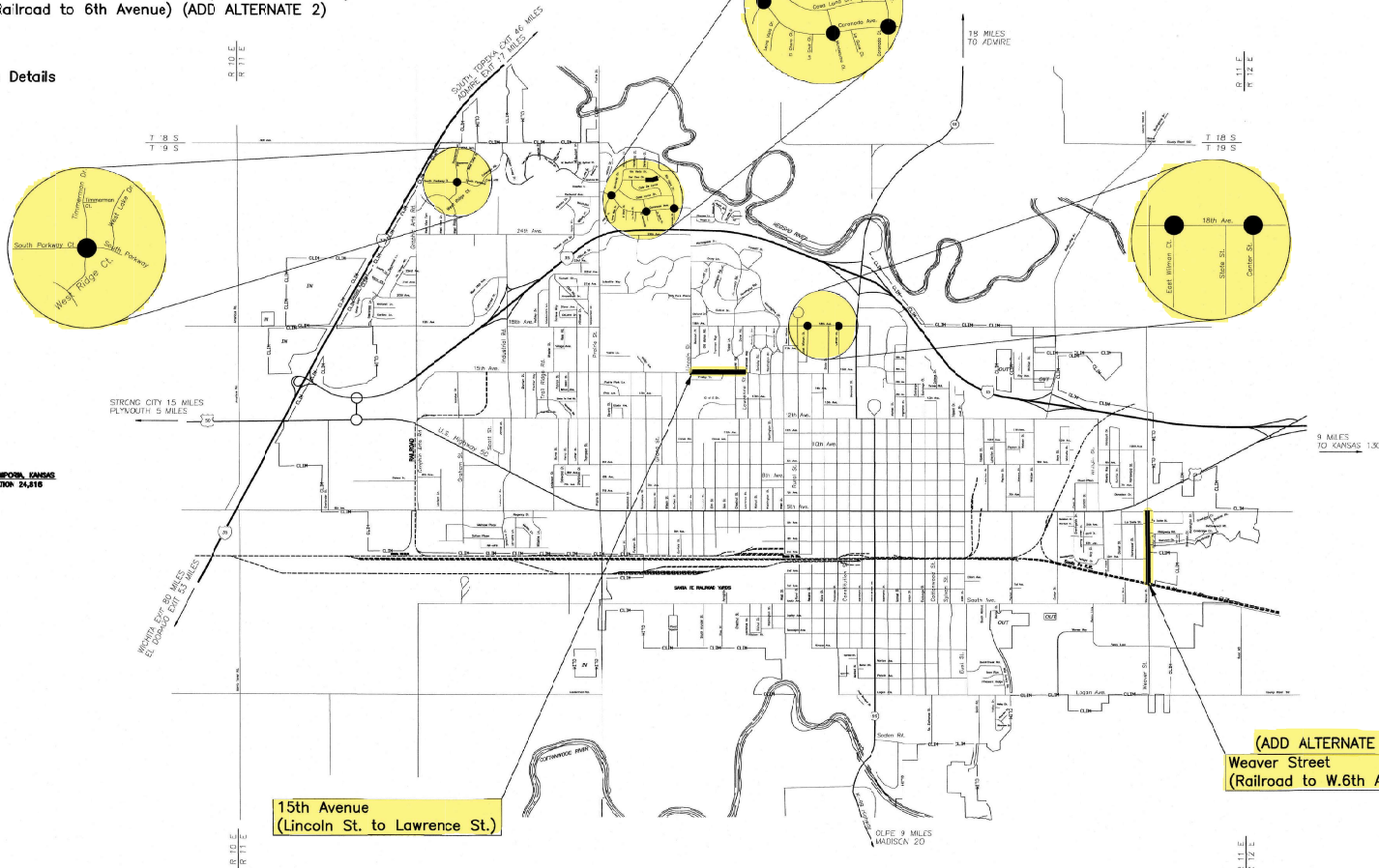
DESIGN DESIGNATION

AADT (VARIES)

POSTED SPEED LIMIT VARIES
THROUGHOUT PROJECT

CONVENTIONAL SIGNS

- CORPORATE CITY LIMITS
- KTA TOLL HIGHWAY
- INTERSTATE DIVIDED HIGHWAY
- STATE HIGHWAY
- STREET OR PUBLIC ROAD
- RAILROAD
- PUBLIC WORKS BUILDING
- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE



FINAL PLANS
FOR CONSTRUCTION
DATE: 03-25-2025

NO SCALE
MAP OF
EMPORIA, KS

PLANS PREPARED AND SUBMITTED BY:

APPROVED - DATE

CITY ENGINEER
CITY OF EMPORIA



APPROVED - DATE

CITY ENGINEER
CITY OF EMPORIA



Commission Action Report

Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom, LLC.

Title: Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom, LLC.

Agenda Date: May 7, 2025

Presented By: James Watson, Assistant City Attorney

Background:

A franchise is a non-exclusive right granted by the City to a corporation to use public right of way. The City has franchise ordinances with the telephone, gas, electric and cable utilities. Under K.S.A. 12-2001, franchise rights are granted by ordinance setting forth the terms of the use and must include a franchise fee to be paid by the corporation for the use of public property. Franchise fees help to off-set the expenses incurred by the City in administering the use of the public's right of way.

Discussion:

IdeaTek Telcom, LLC ("IdeaTek"), a telecommunications service provider, will install service lines on public right of ways held by the City of Emporia and provide services to the general public within the City as part of its expanding business service. Ordinance 25-15 grants a 10-year franchise to Zayo.

Financial considerations:

IdeaTek will pay a franchise fee is a sum equal to five percent (5%) of gross receipts collected by from within the corporate boundaries of the city for telecommunications services provided.

Recommended action:

Approve Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom, LLC.

Attachments:

Ordinance No. 25-15 Granting Franchise to IdeaTek Telcom, LLC.

ORDINANCE NO. 25-15

A CONTRACT FRANCHISE ORDINANCE GRANTING TO IDEATEK TELCOM, LLC, TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF EMPORIA, KANSAS.

Pursuant to K.S.A. 12-2001, a contract franchise ordinance is hereby granted to IdeaTek Telcom, LLC, (hereinafter “IdeaTek”), a telecommunications and internet facilities provider within the City of Emporia, Kansas (“City”), subject to the provisions contained hereafter. The term of this ordinance shall be for a period of ten (10) years beginning May 7, 2025, and ending May 6, 2035. Compensation for said contract franchise ordinance shall be established pursuant to Section 4 of this ordinance.

RECITALS

A. IdeaTek owns, maintains, operates and/or controls telecommunications and Internet Facilities serving IdeaTek’s customers. Such Facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. IdeaTek seeks to enter the City of Emporia’s Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities (the “Network”), so that IdeaTek and/or its underlying customers (the “Customers”) may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City (the “Services”).

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to IdeaTek to provide services within the City.

b. “Distributed antenna systems” (“DAS Facility”) – mean certain components of the Network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected to IdeaTek’s Facilities.

c. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way and may include, without limitation, antenna nodes, poles, streetlight poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, DAS Facility, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process

d. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

e. "IdeaTek" - means IdeaTek Telcom, LLC, a competitive telecommunications local exchange service provider providing local exchange, Internet services, and other telecommunications services within the City. References to IdeaTek shall also include as appropriate any and all successors and assigns.

f. "Gross receipts" - shall be defined as set forth in K.S.A. 12-2001(c)(6). Uncollectible and late charges, taxes, surcharges, and other pass-through charges shall not be included within gross receipts.

g. "Right-of-way" or "ROW" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to IdeaTek this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-way for the purpose of supplying services to customers within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this Contract Franchise.

c. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, IdeaTek shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. IdeaTek shall participate in the Kansas One Call utility location program.

c. IdeaTek may attach its Facilities to an existing City-owned utility pole pursuant to the current National Electric Safety Code.

d. It is understood that IdeaTek may build new Facilities in the City which would comply with all applicable Laws. If the City has no formal third-party utility installation policy or permit process, IdeaTek will not be obligated to make application for new facility installations unless and until such time a formal process is implemented by the City in a reasonable and non-discriminatory form and enforced among all third-party utility installations.

e. If the City has a utility installation process or permit policy applicable to the installation of the IdeaTek's Facilities, the City will approve or deny any application by the IdeaTek no later than 30-days from submission of a complete application. Failure of the City to deny with reasonable specificity IdeaTek's application within 30-days will be considered approval of the application by the City. Pursuant to KSA 17-1902(n), the City may require a reasonable, actual, and verifiable permit fee in order to compensate the City for the issuance, processing, and verification of the permit application; However, upon request of Ideatek the City shall provide in writing the basis for said costs within ten (10) days of said request.

f. IdeaTek will always attempt to provide reasonable notice to the City for any new installation and give the City reasonable time to provide input on the placement/location of new Facilities.

g. No notice is necessary to the City for Facility maintenance unless such maintenance will require street closure, and in such event, IdeaTek will use reasonable efforts to coordinate such closure with the City.

h. Zoning regulations shall not apply to installations within the Public ROW.

i. IdeaTek shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by IdeaTek's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. IdeaTek shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. IdeaTek's obligations under this section 3.h shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by IdeaTek to the City.

SECTION 4. COMPENSATION TO THE CITY.

a. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid by IdeaTek.

b. Franchise compensation shall be paid on a quarterly basis paid not later than forty-five (45) days after the end of the remittal period equal to five percent (5%) of Gross Receipts.

c. Except for permit fees associated with the direct costs of the City permitted under K.S.A 17-1902(n) no other right of way occupancy fees shall be charged to the Provider.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon sixty (60) days' prior written notice to IdeaTek, no more than once per calendar year and at City's own cost and expense, those records necessary to verify the correctness of the compensation paid pursuant to this Contract Franchise ordinance.

SECTION 6. RESOLD SERVICES.

IdeaTek shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

a. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If IdeaTek fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to

take reasonable precautionary measures including calling for utility locations and observing marker posts when working near IdeaTek's facilities.

b. IdeaTek shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of IdeaTek, any agent, officer, director, representative, employee, affiliate or subcontractor of IdeaTek, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

c. IdeaTek or City shall promptly advise the other in writing of any known claim or demand against IdeaTek or the City related to or arising out of IdeaTek's activities in the Public right-of-way.

d. IDEATEK WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

SECTION 8. INSURANCE REQUIREMENT.

a. During the term of this Contract Franchise, IdeaTek shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should IdeaTek elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. IdeaTek shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from IdeaTek's operations under this Contract Franchise.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of IdeaTek to comply with any of the material provisions of this Contract Franchise, or if IdeaTek should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a Contract Franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. In granting its consent hereunder, IdeaTek does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In entering into this Contract Franchise, neither the City's nor IdeaTek's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor IdeaTek waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or IdeaTek may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the IdeaTek to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the IdeaTek unless said waiver or relinquishment is in writing and signed by both the City and the IdeaTek.

SECTION 12. TERM AND TERMINATION DATE.

a. This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or IdeaTek, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially

affect any rights or obligations of either the City or IdeaTek, including but not limited to the scope of the Contract Franchise granted to IdeaTek or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or IdeaTek may elect to terminate the entire Contract Franchise. In the event of such invalidity, if IdeaTek is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

SECTION 13. POINT OF CONTACT AND NOTICES.

IdeaTek shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of IdeaTek in the event of an emergency.

All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or IdeaTek observed holidays excepted.

The City: City of Emporia Attn: City Clerk 104 East 5 th Street, P.O. Box 928 Emporia, KS 66801 ksull@emporiaks.gov	IdeaTek: IdeaTek Telcom Attn: Contract Notifications PO Box 407 Buhler, KS 67522 Daniel@ideatek.com
---	---

or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 et seq and amendments thereto. IdeaTek agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of IdeaTek, or of the City at the written request of IdeaTek, in seeking to safeguard the confidentiality of information provided by IdeaTek to the City under this Contract Franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A. 12-2001 and K.S.A 17-1902, and other state and federal laws, this Contract Franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications provider operating in the City.

SECTION 16. MOST-FAVORED MUNICIPALITY.

Most-Favored Municipality. Should IdeaTek after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that IdeaTek modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

SECTION 17. MOST FAVORED PROVIDER.

All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide IdeaTek with those more favorable benefits and terms. The City shall notify IdeaTek promptly of the existence of such more favorable benefits and terms and IdeaTek shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by IdeaTek, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

SECTION 18. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the

remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or IdeaTek may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or IdeaTek, an essential part of the Contract Franchise.

SECTION 19. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond IdeaTek's or the City's control.

SECTION 20. SUMMARY PUBLICATION.

Pursuant to K.S.A. 12-3007(b), summary of the ordinance shall be published one time in the following format:

Ordinance No. 25-15 Summary

On May 7, 2025, the City of Emporia, Kansas, passed Ordinance No. 25-15. The ordinance grants a franchise to IDEATEK TELCOM, LLC to construct, operate and maintain a telecommunications system in the City of Emporia, Kansas. A complete copy of the ordinance is available at www.emporiaks.gov or in the office of the city clerk located at 104 East 5th Street, Emporia, Kansas, free of charge. This summary is certified by the city attorney.

SECTION 21. GENERAL PROVISIONS.

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.
- b. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.
- c. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Reno County or the state courts located in Reno County, Kansas.
- d. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.

- e. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.
- f. This Franchise Agreement ordinance is made under and in conformation with and is subject to the laws of the State of Kansas.

PASSED BY THE GOVERNING BODY, this 7th day of May, 2025 for the City of Emporia, Kansas.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

APPROVED AS TO FORM:

Christina Montgomery, City Attorney

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, April 16, 2025, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Darla Mallein, President of William Allen White Community Partnership, was in attendance to accept a proclamation declaring April 26, 2025, as “Red Rocks 20th Anniversary Celebration Day” in Emporia. She stated in 2001 Barbara White Walker deeded the William Allen White family house and artifacts to the citizens of Kansas after 100 years of family ownership to become a state historic site. The historic property contributes to the interpretation of 20th century Kansas history, but also local, national and international history. She stated the site opened to the public in May 2005 and in 19 years the Red Rocks State Historic Site welcomed thousands from around the world and across the United States. 2025 marks the 20th year inviting the public to learn more about the sage of Emporia. She urged all residents of Emporia and the world to tour Red Rocks free in the 20th year.

Mayor Harter then presented the proclamation.

Jess Buchholz and Casey Woods, representing Emporia Main Street, were in attendance to accept a proclamation declaring the week of May 4 through 10, 2025, as “National Small business Week” in Emporia. They stated from family-owned storefronts that define Main Street to the innovative startups leading our nation into the future, small businesses are the backbone of our economy and the foundation of our communities. Supporting small businesses leads to job creation, strengthens local economies, and helps preserve the unique culture and identity of our communities. They stated the City of Emporia proudly supports this national initiative, reaffirming our commitment to empowering small businesses to grow, create jobs, and sustain the vibrancy of our community for generations to come.

Mayor Harter then presented the proclamation.

Nadia Qureshi and Brenda Young, representing the Natural Resources Advisory Board were in attendance to accept a proclamation declaring April 22, 2025, as “Earth Day” in Emporia. They stated Earth Day originated on April 22, 1970. Environmental awareness and education is celebrated worldwide in some 180 countries with the participation of over 4,000 separate organizations. Individuals and institutions have a mutual responsibility to seek ecological, economical, and ethical choices that enable the world, as well as our communities, to establish and maintain sustainable societies. They urged all citizens to celebrate Earth Day and to remind each person of their fight and responsibility to the wise use of this global home, to heal, preserve, and improve the Earth and the quality of life for this and future generations and to approach every day as an Earth Day.

Mayor Harter then presented the proclamation.

Josh Nelson, City Horticulturist, was in attendance to accept a proclamation declaring April 25, 2025, as “Arbor Day” in Emporia. He stated Arbor Day was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world. Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife. Trees in our city increase property values, enhance the economic vitality of business areas and beautify our community. He stated in honor of the Mayor, the City is planting a Robinson Red Crabapple Tree. This tree has the potential of reaching 20 feet in height and 10 feet diameter. The tree will be planted in Jones Park at 11:00 a.m. on April 25, 2025, and the public is invited. He urged all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, and plant trees to promote the well-being of this and future generations.

Mayor Harter then presented the proclamation.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

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

Jerald Campbell, 1201 Presby Dr. Emporia, Kansas, stated concerns about local health care and duplication of services between Stormont Vail and Newman Regional Hospital.

Heather Reeves, 1753 Road E Emporia, Kansas, stated her concerns about property known as Green Acres Estates, a mobile home park located west on Highway 50.

**CITY COMMISSION
(Board Appointment)**

Flint Hills Technical College Board of Trustees:

It was moved by Commissioner Smith seconded by Commissioner Sauder that Adrienne Burris be appointed to the Flint Hills Technical College Board of Trustees to fill an unexpired term the expires on June 30, 2028. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

**PAVING
(2025 Street Rehabilitation Project No. PV2501)
(Various Locations Within City Limits)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the 2025 Street Rehabilitation Project No. PV2501 for various locations around the city including milling and asphalt overlay, replacement of select curb and gutter sections and some sidewalk/ADA ramp improvements. He stated only one bid was received as follows:

BID TABULATION FOR 2025 STREET REHABILITATION PROJECT

Contractor	Base Bid	Add Alt. No. 1	Add Alt No. 2	Add Alt No. 3
APAC-Kansas Shears Division	\$ 960,418.09	\$140,418.47	\$145,728.37	\$172,679.90
Engineer's Estimate	\$1,040,003.40	\$133,795.60	\$138,159.80	\$156,880.80

This project will be funded from the Multi-Year Fund/County sales tax. Staff recommend awarding the 2025 Street Rehabilitation Project No. PV2501 to APAC-Kansas Shears Division for the Base Bid and Add Alternate No. 2 in the amounts of \$960,418.09 and \$145,728.37 for a total of \$1,106,146.46.

Commissioner Brinkman made a motion to award Base Bid plus Add Alternate No. 2 to APAC-Kansas, Shears Division in the amount of \$960,418.09 plus \$145,728.37 for a total of \$1,106,146.46. Commissioner Curtis seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Harter, aye.

PLANNING AND DEVELOPMENT (MAPC Excerpts of Regular Meeting Held 3-18-25) (Application No. 2025-06 – Request of Tara Birdsall & Russel Ringer) (Rezone Property Located at 1002 Trusler Road)

The Planning Commission met in a regular session on Tuesday, March 18, 2025, with Chair Rogers presiding. Commissioners Bucklinger, Thomas, Fowler, Ogle, and Reed were present. Commissioner Lingenfelter was absent.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

Chair Rogers called the meeting to order.

5. Planning Commission: Consider PC-2025-06 – A Request for Rezoning of Property Located at 1002 Trusler Road.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2025-06

Applicants: Tara Birdsall & Russel Ringer

Owners: Tara Birdsall & Russel Ringer

Requested Action: Consider a request to rezone property from County Agriculture Parcel Type to City Country Home Parcel Type.

Purpose: The applicants are in the process of dividing assets from an estate. The applicants are ineligible for a lot split under County Subdivision Regulations and have petitioned for annexation so a lot split can be completed. Prior to the lot split being approved or any development to proceed on the property, it must be rezoned from a Lyon County Zoning Parcel Type to a City of Emporia Parcel Type.

Address: 1002 Trusler Rd.

Legal description: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 424.25 FEET SOUTH OF THE SOUTHWEST CORNER OF THE INTERSECTION OF PEYTON STREET AND RILEY AVENUE IN THE CITY OF EMPORIA; THENCE NORTHWESTERLY ON THE NORTH LINE OF TRUSLER ROAD FOR A DISTANCE OF 413.18 FEET; THENCE NORTH 1146 FEET; THENCE EAST 408.6 FEET; THENCE SOUTH 1208 FEET TO THE POINT OF BEGINNING.

Lot Size: 11 acres +/-

Existing Zoning: Lyon County Agriculture

Future Zoning in ELC Comp. Plan: Country Home

Surrounding Zoning:

North	Greenspace/Parks/Recreation County Agriculture
East	Single-Family Detached
South	Interstate 35
West	Greenspace/Parks/Recreation Single-Family Detached

Surrounding Actual Uses:

North	Trusler Sports Complex
East	Single-Family Homes
South	Interstate 35
West	Single-Family Residence Trusler Sports Complex

Analysis: The applicants are in the process of dividing assets from an estate, and have proposed a lot split that would create an approximately 2-acre home site, and the balance of the property would be a separate lot. Under County Regulations, this property is ineligible to be split as it would not meet the minimum lot size for Country Home Parcel Types (10-acres). City Regulations allow for Country Home Parcel Types to be a

minimum of 1-acre lots. The applicants have petitioned for annexation, which will be considered by the City Commission at their March 19, 2025 meeting.

Considerations: 9.8.3.a.8. Factors to be Considered for a Rezoning:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: Staff Commentary in Bold

1. Whether the change or approval would be consistent with these regulations; **Removing the County designation and assigning a City zoning designation is consistent with the zoning regulations and required for properties to be developed within the City.**
2. The character and condition of the neighborhood and its effect on the proposed change; **Rezoning this property to a City Commercial Parcel Type would have no negative effect on the neighboring properties. The Country Home designation protects the existing single-family homes adjacent to the property and allows the applicants to proceed with their lot split.**
3. The zoning and uses of properties nearby; **Trusler Sports Complex would be largely unaffected by the rezoning. The neighboring properties to the east are single-family parcel types and would also not be impacted by this rezoning.**
4. The suitability of the subject property for the uses to which it has been restricted; **The property was previously zoned as Commercial, and only when the County dissolved the Metropolitan Growth Area and designated properties as County Parcel Types has subject property been restricted.**
5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Removing the County Parcel Type and reclassifying it as a City Country Home Parcel Type will have no detrimental impact on nearby properties. The property has been proposed to be a large lot single-family residence and is listed as such in the comprehensive plan.**
6. The length of time the subject property has remained vacant as zoned; **Classifying the property as City Country Home will have a minimal impact on the character of the property, and it will retain for the most part its current use. The length of time this property has been vacant is not necessarily applicable to this rezoning request.**

7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **Uses are limited in the Country Home Parcel Type and there would be no detrimental impact on public health, safety, and welfare if the parcel type were changed to County Home. By limiting the lot size that is allowed under County Regulations, the applicants are hindered in their desire to split the property.**
8. The recommendations of a permanent or professional planning staff; **Staff is supportive of the rezoning.**
9. The conformance of the requested change to Plan ELC; **Plan ELC's Regulating Plan identifies this tract of land as a Country Home Parcel Type, and the area is adjacent to the city limits.**
10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications: Staff has received several calls and questions from neighbors in the area. Most have expressed concerns about future single-family development, but have not objected to a single home.

Recommendation: Staff recommends the Planning Commission make a motion of approval for the Rezoning to the Governing Body based on the following;

- 1) The request is consistent with the Comprehensive Plan;
- 2) The request conforms to the intent of the Zoning Regulations
- 3) There would not be a negative impact on the existing neighborhood

Attachments: Aerial Map | Current Zoning Map | Plan ELC Regulating Plan Map

The Public Hearing was opened.

Givens stated that the city had initiated the rezoning as it is now required to move from County Parcel Types to City Parcel Types. The applicants are from out of town and were unaware of the necessity to rezone the property prior to the lot split being considered.

Tanya Gooszen, 1520 Peyton, spoke against the rezoning. Ms. Gooszen stated that she was concerned about future single-family residential development on the property and wished that she had plans on where a new home on the property would be located. She expressed concerns about the current state of the property and maintenance of it.

Julia Schaefer, 1514 Peyton, spoke against the rezoning. Ms. Schaefer stated that since Mahnopoly was created they have seen an increase in stormwater on their street. She also had concerns about future development and the impact it would have on her

view of wildlife, since she had enjoyed not having development on the property since she moved into her house in 1992.

The Public Hearing was closed.

Chairman Rogers asked since if it was within the City, City regulations would apply to the property. **Givens** stated that was correct.

Commissioner Reed made a motion to approve the rezoning based on staff recommendations that the request is consistent with the Comprehensive Plan, the request conforms to the intent of the Zoning Regulations and there would not be a negative impact of the existing neighborhood. Commissioner Fowler seconded the motion. The motion carried 6-0.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated the owners of the property located at 1002 Trusler Road are in the process of splitting an 11-acre tract of land. The city has recently annexed the property, and now a rezoning must be approved for the lot split to move forward. The rezoning to Country Home Parcel Type would allow the property owners to proceed with a lot split, creating a 2-acre tract of land with the existing home. The 9-acre tract of land would be vacant property. At their March 18, 2025, regular meeting, the Planning Commission voted unanimously to recommend the request as it is consistent with the Comprehensive Plan and conforms to the intent of the Zoning Regulations. Staff recommend adopting Ordinance Number 25-13 amending the parcel type of 1002 Trusler Road from Lyon County Agriculture (A) to Emporia Country Home (CH).

PLANNING AND DEVELOPMENT
(Application No. 2025-02 – Request of Tara Birdsall & Russel Ringer)
(Rezone Property Located at 1002 Trusler Road)
(Ordinance Number 25-13)

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM LYON COUNTY AGRICULTURE (A) PARCEL TYPE TO CITY OF EMPORIA COUNTRY HOME (CH) PARCEL TYPE AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING, to which the City Clerk assigned Ordinance Number 25-13, was presented to the Governing Body for their consideration.

Commissioner Smith made a motion to approve Ordinance Number 25-13 amending the parcel type of property located at 1700 Road G from Lyon County

Agriculture/Commercial to City of Emporia Commercial (C). Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**SOLID WASTE
(Purchase of Automated Side Load Truck)
(Collections)**

Dean Grant, Director of Public Works, was recognized and addressed the Governing Body. He stated the Solid Waste Collections currently has a 2015 automated side load truck with 13658 hours and 80,041 miles on the chassis and body. Due to the abrasive and corrosive nature of garbage, Solid Waste Collections is currently on a 10-years rotation on the truck fleet, which helps reduce the number of costly repairs and equipment downtime. He stated staff would like to purchase a new Crane Carrier chassis with a Labrie, Automizer Side Loader Refuse body from Key Equipment through Sourcewell Cooperative contract purchasing. The estimated delivery for the new truck is mid-year of 2026. There was \$410,000.00 budgeted in the Solid Waste Capital Improvement Projects (CIP) for the purchase of a new Solid Waste Collections truck from the Solid Waste Fund. Staff recommend approval of the purchase of a new side load truck from Key Equipment in the amount of \$381,078.00.

Following further discussion Commissioner Curtis made a motion to approve the purchase of a new side-load truck from Key Equipment in the amount of \$381,078.00. Commissioner Smith seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Smith, aye Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**CITY MANAGER'S REPORT
(Financials & Building Permits)**

This is the time for the City Manager to make comments and reports to the public. **The following is general information for the month of March 2025 for the community:**

1. Monthly Local Retail Sales Tax Receipts Update

	2024	2025	Decrease of \$9,294.93 for the month, and
	\$ 484,151.40	\$ 474,856.47	Overall increase of 2.95% from year 2024.
YTD	\$ 1,599,435.22	\$ 1,648,125.38	

2. City Share from County Tax

	2024	2025	Decrease of \$194.90 for the month, and
	\$ 245,473.88	\$ 245,278.98	Overall increase of 3.24% from year 2024.
YTD	\$ 815,518.47	\$ 842,817.02	

Building Permits issued from 3/1/2025 to 3/31/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	66
Total of valuations associated with those building permits:	\$6,356,525.39

Total number of dollars collected for Building Permit Fees:	\$ 24,560.00
---	--------------

Construct – Single-family dwellings	0
Demo – Single-family dwellings	2

Flint Hills Mall CID for March 2025	\$ 12,657.23
YTD	\$ 51,660.47

Pavilions CID for March 2025	\$ 11,611.21
CID #2	\$ 11,611.21
YTD	\$ 102,493.20

Fairview Hotel CID for March 2025	\$ 5,603.06
YTD	\$ 20,297.28

West Plaza CID for March 2025	\$ 6,239.41
YTD	\$ 25,315.93

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on April 2, 2025.
- b. WLW Civic Auditorium Handrails.

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

CITY COMMISSION (City Manager's Report)

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

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

TENTATIVE AGENDA FOR MAY 7, 2025, MEETING.

- Proclamation Recognizing May as Community Action Month.
- Proclamation Recognizing National Police Week.
- Proclamation Recognizing Public Works Week.
- MOU for Emporia/Lyon County Traffic Safety Committee.
- Award Concrete Paving Project.

- **Study Session:**
 - Legal Publications on the City Website.
 - Discuss Municipal Judge Appointment Process.
 - Commission Pay Scale Discussion.
 - Sanitary Sewer Overflows.

CITY COMMISSION (Governing Body Comment)

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

Mayor Harter made a motion to recess the meeting at 11:42 a.m., to Conference Room 1AB. Commissioner Curtis seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Curtis aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

The following items were discussed at the Study Session:

1. Human relations Commission Picture Exchange Communication (PEC) Board Project Proposal
2. Emporia Visitor Bureau Management and Operation Services Proposal.
3. 2025 CDBG Grant Application Process.

4. Disc Golf/Champions Landing.
5. Special Event Policy for CCA.
6. Commission Board Appointments.

**City Commission
Disc Golf/Champions Landing
TGT Request**

Jeremy Rusco, owner of Champions Landing, requested immediate support of \$53,950.00 from the Transient Guest Tax Fund to develop three new disc golf courses and a foot golf course. The three courses will consist of beginner, intermediate and advanced courses. The request will fund the following:

Dynamic Discs Veteran Baskets	54	\$ 375.00	\$20,250.00
Tee Signs & Graphic Design	54	\$ 100.00	\$ 5,400.00
Champs Employee Labor Hours			
For Installation & Improvements	250	\$ 20.00	\$ 5,000.00
Foot Golf-install 18 holes materials & labor	18	\$ 250.00	\$ 4,500.00
Foot Golf-tee signs & markers & graphic design	18	\$ 100.00	\$ 1,800.00
PDGA Event Attraction Support	2	\$2,500.00	\$ 5,000.00
Non-sanctioned Disc Golf Event attraction support	4	\$1,000.00	\$ 4,000.00
Foot Golf Tournament Event attraction support	2	\$1,500.00	\$ 3,000.00
Bridge Repair & Spillway repair from washouts	1	\$5,000.00	\$ 5,000.00
TOTAL TO INSTALL 3 DISC GOLF COURSES & FOOT GOLF			\$53,950.00

Following further discussion Mayor Harter made a motion to enter into a preliminary agreement pending a prorated contract through 2027 and award Champions Landing \$53,950.00 for the purpose of installing three new disc golf courses and a foot golf course. Commissioner Curtis seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Commissioner Sauder, aye.

**City Commission
Emporia Enterprises
Appointing Governing Body Representative**

Mayor Harter made a motion to appoint Commissioner Brinkman and Commissioner Sauder to Emporia Enterprises. Commissioner Sauder seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Smith, aye.

**City Commission
Transient Guest Tax Advisory Board
Appointing Governing Body Representative**

Mayor Harter made a motion to appoint Commissioner Curtis to the Transient Guest Tax Advisory Board. Commissioner Sauder seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Smith, aye.

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

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Request to Exchange Federal Funds Agreement

Title: Request to Exchange Federal Funds Agreement

Agenda Date: May 7, 2025

Presented By: James Uberty, City Engineer

Background:

The City entered into an agreement with the Kansas Department of Transportation (KDOT) that allows us, the Local Public Agency (LPA), to trade all or a portion of our federal fund allocations in the upcoming 2025 year with KDOT in exchange for state transportation dollars. The exchange rate for the 2025 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged.

Discussion:

The Federal Fund Exchange is a reimbursement program with KDOT. The monies received in the program each year are reimbursement from qualified paving projects from previous year(s). Therefore, we must continue to spend the monies received to be eligible for future reimbursement.

Financial considerations:

The federal aid/Federal Fund Exchange program monies can no longer be banked at KDOT and must be captured each year by the LPA.

Recommended action:

Approve the Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement for the year 2025 and authorize the Mayor or City Manager to sign the 2025 attachment to the Master Agreement.

Attachments:

Request to Exchange Federal Funds agreement and KDOT BLP Letter announcing the amount of funding available.



REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

City of Emporia

Federal Funds to Be Exchanged: \$340,789.33

Exchange Rate for 2025: \$0.90 State Funds/\$1.00 Federal Funds

Available Funds After Exchange: \$306,710.40

The Secretary of Transportation is hereby requested to make available to the city State Funds in exchange for the city's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city's Federal Fund Exchange Master Agreement previously executed between the city and the Secretary. This request shall be attached to and become a part of the city's Federal Funds Exchange Agreement.

Contact Person: James Ubert, P.E. Title: City Engineer

Address: 522 Mechanic Street, Emporia, KS 66801

Phone: 620-343-4260 Email: jubert@emporiaks.gov

Signature* Date

Erren Harter

Typed or Printed Name

Mayor

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

BLP Memo 24-05b

MEMO TO: Board of City Commissioners
City of Emporia

DATE: 04/17/2025

SUBJECT: Federal funds distribution/Federal Fund Exchange 2025

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making federal funds in the amount of \$340,789.33 available to the City of Emporia for the federal fiscal year 2025 (October 1, 2024 through September 30, 2025). These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The Federal Fund Exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the 2025 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The FFE Program Guidelines and required documents are found at <https://www.ksdot.gov/about/our-organization/divisions/engineering-and-design/local-projects>. For your convenience, the amount of funds available to exchange for federal fiscal year 2025 have been entered into the attached Request to Exchange Federal Funds form. **Please remember that the Request to Exchange Federal Funds and the Request for Reimbursement requesting the entire amount of funds available for 2025 must be returned by September 15, 2025.**

We appreciate your participation in the federal-aid/Federal Fund Exchange program for local public agencies. Please contact Kimberly Marotta at 785-368-7458 or kimberly.marotta@ks.gov if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Hueske".

Dawn M. Hueske, P.E., Chief
Bureau of Local Projects

cc: Scott W. King, P.E., Interim Director, Division of Engineering and Design
Michael J. Moriarty, Chief, Bureau of Transportation Planning



Commission Action Report

GCA Services Group, Inc. License Agreement

Title: GCA Services Group, Inc., DBA Merchant Cycles License Agreement at 716 Commercial Street

Agenda Date: May 7, 2025

Presented By: James Uberty, City Engineer

Background:

GCA Services Group, Inc., DBA Merchant Cycles at 716 Commercial Street, has requested permission to install and maintain a bike repair station in the transformer median island along the alley of the City-owned parking lot in the 700 block of Mechanic Street.

Discussion:

The proposed bike repair station will be installed on City parking lot property and maintained & operated by Merchant Cycles.

Financial considerations:

N/A

Recommended action:

Approve License Agreement with GCA Services Group, Inc., DBA Merchant Cycles, and authorize the mayor to sign the License Agreement.

Attachments:

License Agreement and Exhibits

LICENSE AGREEMENT

This License Agreement made this ____ day of _____, 2025 is between the City of Emporia (“**City**”), Kansas, a municipal corporation, and GCA SERVICES GROUP, INC., DBA Merchant Cycles, at 716 Commercial Street, Emporia, Kansas (“**Licensee**”).

Background

- I. City is the owner of a tract of a parking lot – 700 Block of Mechanic Street (Odd Lots 103 – 111 Mechanic Street, Emporia Original Town Plat situated in the City of Emporia, Lyon County, Kansas and generally described as shown on the attached Exhibit A.
- II. City is the owner of a utility easement/right-of-way (“**City Lots**”) which generally runs north and south.
- III. Licensee desires to install, maintain, and operate a bike repair station within median island of the City’s 700 Block of Mechanic Street parking lot (“**Licensed Use**”).
- IV. City is willing to allow Licensed Use within City parking lot median island upon the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

1. City grants and conveys a license to Licensee, under, upon and over a portion of City Lots as shown by the diagram attached as Exhibit A and Exhibit B incorporated by reference in this Agreement.

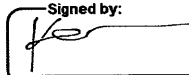
2. The license granted to Licensee is for the sole purpose of Licensed Use in the City Lots by Licensee or its agents or contractors, and for the purpose of ingress and egress by Licensee or its agents or contractors necessary for Licensed Use.
3. Licensed Use and Licensee's activities on City parking lot must not unduly interfere with existing and lawful use of the public parking lot and must not be hazardous to the traveling public.
4. After installation of the private bike repair station, Licensee shall repair, or cause to be repaired, City parking lot as reasonably necessary to meet City standards as applicable and consistent with Licensed Use.
5. Licensee shall repair or replace, at Licensee's expense, any improvements or utilities disturbed during installation of the private bike repair station, as nearly as practicable to the condition of the improvement or prior to installation of the Licensed Use.
6. Licensee shall install the private bike repair station within a median island off said 700 block Mechanic Street parking lot behind the curb and gutter. Further, Licensee shall install private bike repair station at least three feet from any existing utilities and parking spaces if possible. If existing utilities and parking spaces do not allow installation of private bike repair station with at least three feet of clearance, Licensee shall notify City before installing the private bike repair station at a reasonable location providing as much clearance as possible with existing utilities and parking spaces.
7. City may terminate this Agreement at will and for any reason. City shall provide a minimum of 60 days notices to Licensee to terminate this Agreement. Licensee

shall close and abandon the Licensed Use installed by Licensee on City Parking Lot no later than 5:00 p.m. 60 days after Licensee receives notice from City. Licensee shall restore City parking lot as reasonably practicable to its condition immediately prior to closure and removal of Licensee's private bike repair station.

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

written termination notice provided for in Section 8 with the Lyon County Register
of Deeds.

GCA SERVICES GROUP, INC.,
DBA MERCHANT CYCLES

Signed by:

E624FD97F2EB4C5...
Kristi Mohn, Member

BE IT REMEMBERED, that on this ____ day of _____, A.D., 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kristi Mohn, Member, GCA SERVICES GROUP, INC., DBA MERCHANT CYCLES, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

Notary Public

My Commission Expires

CITY OF EMPORIA, KS
BY:

ERREN HARTER, Mayor

ATTEST:

KERRY SULL, City Clerk

4
N
L

SCALE: 1" = 200'

N

ORD #	VOL#	PAGE#	DATE	Instrument Type or Purpose
2309	293	132	11-3-1965	Vacation of Alley/ORDER
87-9	435	493	9-18-1987	Vacation of Alley/ORDINANCE
832	353	371	6-16-1977	Vacation of Alley/ORDER
24828	270	271	8-8-1961	Parking Condemnation
984	347	527	8-2-1986	Order of Easement/Res
1691			5-6-1949	Vacation of Alley/ORDINANCE
1693			4-19-1949	Vacation of Alley/ORDINANCE
	409	964	8-21-1984	Agree
	289	378	9-21-1964	Vacation of Alley/ORDINANCE
	336	73	12-19-1974	W.D.
	Plat# 5	3	12-4-1929	Agreement Survey/PLAT

Ordinance #94-5, Vol. 483 Pg. 249 recorded
4-25-94 vacates all of W. 7th Ave. lying
between Constitution & Congress Streets &
portion of alley beg SW cor Lt 101, UTILITY
Constitution Street (20' x 100')

W. A. Reynolds
Notary
Public
Douglas County, Mo.

WITNESS: LORINDA G. HEATH
G.A. REYNOLDS
EMPORIA, KANSAS DEC. 1, 1850

ORD. NO. Vol.4-09 PAGE 964

ON SEPT. 10, 1867, SURVEYOR G.M. WALKER WAS EMPLOYED BY THE TOWN COUNCIL OF EMPORIA TO RESURVEY AND MARK CERTAIN STREETS AND AVENUES IN SAID TOWN OF EMPORIA. THE SURVEY, WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS MARCH 16, 1915 IN BOOK 112 - PAGE 108. THIS RECORDATION REFERENCES DISTRICT COURT CASE #12310 IN WHICH WALKER'S REPORT OF SURVEY WAS PRESENTED AS EVIDENCE. WALKER STATES IN HIS REPORT THAT THE STREETS, AVENUES, AND LOTS ARE AS MARKED ON THE TOWN PLAT, AND THE ALLEYS ARE 16 FEET WIDE. HOWEVER, IN 1882, FIFTEEN YEARS AFTER WALKER'S SURVEY, ROBERT MILLIKEN, COUNTY SURVEYOR, SURVEYED LOTS AT THE SOUTHWEST CORNER OF 6TH AVENUE AND COMMERCIAL STREET. MILLIKEN'S SURVEY SHOWS THE EAST-WEST DIMENSION OF THE LOT TO BE 130 FEET AND THE ALLEY 20 FEET WIDE. HIS SURVEY IS FILED IN THE COUNTY ENGINEERS' OFFICE. MOST ALL SURVEYS OF RECORD AFTER 1875 REFLECT THE 130' LOTS AND 20' ALLEYS. SEVERAL SEARCHES OF PUBLIC RECORDS HAVE BEEN MADE TO TRY TO RESOLVE THIS DISCREPANCY. AS OF THE DATE OF THIS RE-DRAWING, NO RECORDS HAVE BEEN ENCOUNTERED TO PROVIDE A SOLUTION.

Page 44 of 100

BEING SECTION 10 and the 1/2 SECTION 15, T19S, R11E.

SCALE: 1" = 200'

N

N

Ordinance #92-19 Vol. 467 Pg 315 7-6-92
W 0.75' of Merchant Street lying E of & adj
to E line Lts 47 49 51 53 on Merchant Street
VACATION OF STREET EASEMENT

ORDINANCE #94-2--Vacation of
10'x80' East-West Alley between
Lts 81 & 83 on Merchant Street
Recorded 2-18-94 Vol.481 Pg.303

[illegible]

Territory of Kansas }
Douglas County } ss

NOTE: There exists a discrepancy in the depths of lots and alleys in an East–West position. The original townsite plat indicates the lots to be 132 feet and 170 feet deep, with no dimension given for the alleys. Modern records such as City maps, Plots of Surveys, etc., claim the lots to be 130 feet and 170 feet deep, with 20 foot wide alleys. There is evidence to support both claims.

On Sept. 10, 1867, Surveyor G. M. Walker was employed by the Town Council of Emporia to resurvey and mark certain streets and avenues in said Town of Emporia. The survey, which was filed for record in the Office of the Register of Deeds March 16, 1915 in book 112– page 108. This recordation references District Court Case # 12310 in which Walker's report of survey was presented as evidence. Walker states in his report that the streets, avenues, and lots are as marked on the town plat, and the alleys are 16 feet wide. However, in 1882, fifteen years after Walker's survey; Robert Milliken, County Surveyor, surveyed lots at the southwest corner of 6th Avenue and Commercial Street. Milliken's survey shows the East–West dimension of the lot to be 130 feet and the alley 20 feet wide. His survey is filed in the County Engineers Office. Most all surveys of record after 1875 reflect the 130' lots and 20' alleys. Several searches of public records have been made to try to resolve this discrepancy. As of the date of this redrawing, no records have been encountered to provide a solution.



Bike Repair Station





Commission Action Report

Emergency Solutions Grant Application

Title: Application to the Kansas Housing Resources Corporation for Emergency Solutions Grant on Behalf of Local Agencies

Agenda Date: May 7, 2025

Presented By: Jeff Lynch, Community Development Coordinator

Background:

Two local non-profit agencies, SOS, Inc. and Bloom House Youth Services, Inc., provide assistance to our local unhoused population, and this grant would assist them 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.

Discussion:

The city has administered this type of grant for many years, which provides financial assistance to our local homeless service agencies. The City fulfills the role of a pass-thru grant recipient, and qualifies for some administrative funding to offset costs of staff and materials. The funding is allocated by the Kansas Housing Resources Corporation.

Financial considerations:

No city funds are required. The grant funding request amounts are \$12,000 from SOS, Inc. and \$18,050 from Bloom House Youth Services, totaling \$30,050.

Recommended action:

Approve submittal of application and authorization of the Mayor to execute all related documents.

Attachments:

ESG Application
Cover letter



521 Market Street
Emporia, Kansas 66801
Phone: (620) 343-4285

May 7, 2025

Doug Wallace, ESG Program Manager
Kansas Housing Resources Corporation
611 S. Kansas Avenue, Suite 300
Topeka, Kansas 66603-3803

Dear Mr. Wallace,

On behalf of the City of Emporia I am pleased to submit the official application for the 2025 Emergency Solutions Grant Program. The City of Emporia will be the sponsoring agency for the grant application submitted on behalf of SOS, Inc. and Bloom House Youth Services, Inc.

Like many cities, the homeless population in our community encounters serious problems every day, and we believe that the award of this grant will help alleviate the most serious of these problems. The grant will provide funds to support the operation and staffing of the shelter facilities, and also valuable counseling to those who desperately need it.

The City of Emporia and SOS have worked together for many years to provide a very important service to victims of domestic violence. Bloom House Youth Services is relatively new to our community, and the City of Emporia supports their desire to help provide services to homeless youth. Bloom House is a resource to gain safe housing as well as services to support their work towards self-sufficiency. The City of Emporia has also established an excellent partnership with the Kansas Housing Resource Corporation in providing emergency housing services in our community. We believe that our partnership has made a positive difference in the lives of many of our residents and urge your support of the grant application so that we may continue to combat these challenges we continue to face.

If you have any questions or require any additional information, please feel free to contact any of the following:

Mickey Edwards	SOS	(620) 343-8799
Clara Corn	Bloom House Youth Services	(620) 208-1199
Jeff Lynch	City of Emporia	(620) 343-4285

Thank you in advance for your consideration of the 2025 Emergency Solutions Grant Application. We look forward to your response.

Respectfully,

Erren Harter, Mayor

2025 KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

SUBRECIPIENT APPLICATION

Subrecipient is responsible for the administration of the ESG funds and coordination of the ESG programs in the geographical jurisdiction. An ESG Agency application will also need to be submitted if the subrecipient agency plans to provide ESG funded services.

***** The award of the 2025 ESG funds is dependent on KHRC receiving our allocation of the federal 2025 ESG funds. If the 2025 ESG funds are not allocated to KHRC, we will not be able to fund any applications.**

Subrecipient Agency Information

Sub Recipient City of Emporia

Authorized Representative Erren Harter Title Mayor

Address: 104 E. 5th Ave. Emporia

Street Address City

KS 66801 Unique Entity ID Number: EBG1VMGJFDJ3

State Zip Code

Primary ESG Contact Jeff Lynch

Telephone 620-343-4285 620-341- Fax 4337

E-mail Address jlynch@emporiaks.gov

1. Date of last single audit? 6/15/2023

Were there any findings?

No

2. Please list other federal grants you receive:

Community Development Block Grants, FEMA, EPA, Department of Justice

3. Have there been recent changes in key staff positions in the last two years?

No

4. Have there been any significant changes to your financial system in the last two years?

The City changed to Tyler Technologies EERP financial software.

5. Statement of Need for ESG funds in the service area

We have a population of runaway, homeless and at-risk youth and their families that is need of temporary shelter and counseling. Additionally, we offer temporary shelter to victims of domestic violence and sexual assault as well as transitional housing support to clients who require further assistance.

6. Please provide an overview of how ESG funds will be used in your service area/ jurisdiction to address the need.

Bloom House Youth Services will provide a safe place for homeless, runaway or at-risk youth under 18 years of age. Funding will include general shelter expenses and supportive services. Additionally, hotel vouchers will be utilized for persons 18-24 years of age who do not otherwise qualify for the shelter services.

To provide life-changing assistance for victims of domestic abuse, S.O.S., Inc is proposing to utilize Emergency Shelter funding to help pay shelter operation expenses such as staff salaries to operate the 24-hour SOS Hotline.

7. Please describe how the ESG funded agencies in the proposed service area will collaborate with each other and with other community agencies. If your agency plans to provide the ESG services, describe how your agency will collaborate with other homeless service providers in the community.

Information will be utilized that is available through the Continuum of Care. Also, the City of Emporia recently formed the Homelessness Advisory Board, which welcomes input from all homelessness stakeholders and shares information in order to formulate the most successful strategies.

8. If the subrecipient plans to pass through the ESG funds to community agencies, describe your outreach efforts and process to identify the agencies to include in the application. If you plan to provide the ESG funded services, describe how you determined the need for the ESG funds.

A list of agencies who inquired throughout the year, along with other known agencies who work with assisting our homeless population, were sent notices of ESG funding availability and an application. The list was also enhanced from search engine searches, phone directories and local resource guides.

9. Describe how you, as the pass-through agency, will ensure the ESG funded agencies adhere to ESG regulations, Uniform Guidance and the KHRC ESG Policy Manual. If you plan to provide the ESG services directly instead of passing through to a subawardee, describe how you will ensure your program adheres to ESG regulations, Uniform Guidance and the KHRC ESG Policy Manual.

An experienced staff is in place to administer the program. All sub-recipient agencies will be required to have financial policies and procedures in place, and to certify all expenses are allowable by ESG standards prior to each request for reimbursement being submitted to KHRC. A grant contact will include these financial and other requirements.

Additionally, a monitoring will be conducted with each agency.

10. Provide a description of your project. This description will be used for reporting purposes.

The project will consist of assisting women who are victims of domestic violence (SOS), and youth who are experiencing homelessness or are at risk of being homeless (Bloom House).

Complete the table below listing all agencies included in this application.

Total ESG REQUEST (all applying agencies)

ESG Funded Agency	Street Outreach	Shelter	Homeless Prevention	Rapid Re-Housing	HMIS	Total	Match
S.O.S., Inc.		12,000				12,000	12,000
Bloom House Youth Services	8,450	9,600				18,050	18,050
Sub Totals	8,450	21,600				30,050	30,050

Counties Served with ESG funds.

11. List the counties that will be served with ESG funds:

S.O.S., Inc. serves Lyon, Chase, Coffey, Morris and Osage counties.
Bloom House Youth Services, Inc. serves Lyon, Coffey, Chase, Greenwood, Osage, Morris and Wabunsee counties, however, they will accept runaway homeless youth statewide.

Section VI: PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD's outcome performance measurement system has three objectives and three outcomes which are listed below.

1. Select one of the following that best fits your project objective:

- ☒ Suitable living environment
- ☐ Decent affordable housing
- ☐ Creating economic opportunity

2. Select at least one of the following that describes the outcome your project will achieve:
(NOTE: Outcomes show how programs benefit a community or people served.)

- ☒ Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low-income persons by improving or providing new services, etc.)
- ☐ Affordability (This applies to making an activity more affordable for low-income persons.)
- ☐ Sustainability (Using ESG resources in a targeted area to help make that area more viable/livable.)

3. Please describe the process to establish and select the above objectives and outcomes.
Housing units will comply with all local codes, and meet requirements of the habitability checklist.

Availability and accessibility will be ensured through the existence and utilization of agency policies and procedures.

ESG ACTIVITY	EXPECTED OUTCOME	PROPOSED OUTCOMES FOR THE ESG PROJECT
Shelter	75% of clients with more than 90 days in shelter exit to permanent destinations.	75%
Shelter	75% of clients with less than 90 days in shelter exit to destination other than the streets.	75%
Street Outreach	50% of clients will access housing (ES, TH, SH, PH or PSH)	50%
Street Outreach	75% of clients will access Essential Services	75%
Homeless Prevention	75% of clients will maintain Permanent Housing for six (6) months.	Not Applicable
Homeless Prevention	75% of clients will access permanent housing	Not Applicable
Rapid Re Housing	75% of clients will maintain Permanent Housing for six (6) months.	Not Applicable
Rapid Re Housing	75% of clients will access permanent housing	Not Applicable

ANTICIPATED PROJECT OUTCOMES

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2025 ESG period.

Certification: To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, the Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200, the ESG grant agreement and federal and state regulations if assistance is approved.

Signature of Authorized Official of Governing Body

5-7-2025

Date

Mayor
Title

SECTION X: PERFORMANCE OUTCOMES

Written Standards for Provision of ESG Assistance

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the [federal regulations](#).

10. *Participation in HMIS.* The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify the ESG funded agencies will establish applicable Written Standards for ESG.

Name **Erren Harter**

Title **Mayor**

Signature _____

Date **5-7-2025**

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR NONPROFIT ORGANIZATIONS RECEIVING
2025 EMERGENCY SOLUTIONS GRANT (ESG)

I, Erren Harter (name and title), duly authorized to act on behalf of the
City of Emporia (name of jurisdiction), hereby approve the following emergency solutions
grant activities proposed by Bloom House Youth (name of nonprofit organization), which are to
be located in Emporia, Kansas (name(s) of jurisdiction(s)):

By: _____
Signature and Date

Erren Harter
Typed or Written Name of Signatory Local Official

Mayor
Title

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR NONPROFIT ORGANIZATIONS RECEIVING
2025 EMERGENCY SOLUTIONS GRANT (ESG)

I, Erren Harter (name and title), duly authorized to act on behalf of the
City of Emporia (name of jurisdiction), hereby approve the following emergency solutions
grant activities proposed by S.O.S., Inc. (name of nonprofit organization), which are to
be located in Emporia, Kansas (name(s) of jurisdiction(s)):

By: _____
Signature and Date

Erren Harter
Typed or Written Name of Signatory Local Official

Mayor
Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Emporia		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► City Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 104 E. 5th Ave.	Requester's name and address (optional)	
6 City, state, and ZIP code Emporia, KS 66801		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
4	8			-	6	0	2	6	5
									7
									9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Commission Action Report

Grant Agreement with Kansas Department of Commerce Small Cities CDBG Program for the purpose of improvements to 417 Commercial Street property in Emporia

Title: Grant Agreement with Kansas Department of Commerce Small Cities CDBG Program for the purpose of improvements to 417 Commercial Street property in Emporia.

Presented By: Mark Detter, Deputy City Manager

Background:

The City of Emporia previously designated 417 Commercial as a blighted structure and made application to the Small Cities CDBG Program for rehabilitation of the structure at 417 Commercial.

Discussion:

Earlier this year, the Department of Commerce awarded a CDBG Grant for the 417 Commercial project. The grant agreement describes the purpose of the project being funded and each party's obligation to meet Grant requirements.

Financial Considerations:

The Grant is for \$300,000 from CDBG. The matching requirement for Ford Gillette is \$119,000. The City of Emporia has committed no funds to the Grant match.

Other Considerations:

Garrett Nordstrom with GSA will be the Grant Administrator on the project.

Recommended Action:

Approve Grant Agreement CR-24-006 for Commercial Rehabilitation project at 417 Commercial during consent agenda and authorize the Mayor to sign such agreement, matching funds agreement with Ford Gillette, LLC, and other regulatory compliance documents.

Attachments:

Grant Agreement and Supplement
Matching Agreement with Forde Gillette, LLC

STATE OF KANSAS
GRANT AGREEMENT NO. **24-CR-006**
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 **JULY 21, 2024**, (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 located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf> 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., 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 **APRIL 30, 2025**, hereinafter called the “Commencement Date,” and shall be complete on **APRIL 29, 2027**, 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 **\$300,000** 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 **\$119,880** 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 **\$300,000**. 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 this section 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.
- 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 of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because 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 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 ensure 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. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:
 - 1. Determine the need for an environmental review;
 - 2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorically Excluded Statutory Checklist review;
 - 3. Maintain a written documentation of the environmental review determination made for the project;
 - 4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
 - 5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.
- B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the 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 as described in the Grantee Handbook (the "Department's Procedures") and as required under 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 Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 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 the Commencement Date 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 the period of performance 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 more than approved budget; 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 once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee 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. The only funds that shall be included in this record are:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned on CDBG grant funds shall be remitted to the Department 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 project;
 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 unless a waiver of GAAP has been received by the Grantee from the Department.

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 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. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress 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 local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.
- E. 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 in 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. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per Department's Procedures:
- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
 - 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, modify 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. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income 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. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

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 amount of unobligated grant 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 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 to 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 Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
 - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 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 \$1,000,000 in a fiscal year, it will be the option of the Department 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 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 because 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 by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXII. Conflict of Interest

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. 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 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).

XXIV. Fair Housing

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

XXV. 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 the provisions herein.

XXVI. 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. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Change of Use of Real Property

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 - 1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
 - 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

XXVIII. Labor Provisions

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:
 - 1. Prevailing wage rates;
 - 2. Submittal of payrolls and related reports;
 - 3. Disputes concerning wage rates and classification of labor;
 - 4. Contract work hours and safety standards act overtime compensation;
 - 5. Termination; debarment; subcontractors; and
 - 6. Evidence of completion.
- B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
- C. Grantees must ensure all construction contracts more than \$2,000 comply with all applicable federal labor provisions, including:
 - 1. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);
 - 2. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);
 - 3. Copeland “Anti-Kickback” Act (47 U.S.C. 276c);
 - 4. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);
 - 5. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);
 - 6. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;
 - 7. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).
- D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.
- E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

XXIV. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items 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, using 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, 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 CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental 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 **NOVEMBER 20, 2024**.
2. 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 \$1,000,000 or more of total federal funds from all sources must have an annual audit.
3. 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).
4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

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 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.

CITY OF EMPORIA
MATCHING FUNDS AGREEMENT
(Downtown Commercial Rehabilitation)

This agreement made and entered into this ____ day of _____, 2025 by and between **City of Emporia**, Kansas, hereinafter referred to as “GRANTEE” and **Forde Gillette, LLC**, hereinafter referred to as “OWNERS”.

Whereas, the GRANTEE is entering into a Grant Agreement No. **24-CR-006** with the State of Kansas, Department of Commerce;

And, Whereas, the grant awarded under said agreement will facilitate the **rehabilitation of a building owned by OWNERS located at 417 Commercial Street, Emporia, KS.**

Now, therefore, in consideration of the mutual covenants herein contained, and in consideration of the execution of said Grant Agreement by the GRANTEE and completion of the project contemplated by the said Grant Agreement, it is understood and agreed by the parties as follows:

1. The OWNERS recognize and acknowledge the terms of the Grant Agreement No. **24-CR-006**, is familiar with the terms thereof, and agrees to comply with the terms thereof.

2. The OWNERS especially acknowledge the terms of the Grant Agreement in **Part V-B** thereof, which refers to the private match requirement in the Grant Agreement. **The total private match of \$119,880 will be provided by OWNERS for the purpose which the GRANTEE applied to the Department of Commerce for Community Development Block Grant assistance.**

3. In the event that the OWNERS fail to provide the amount of matching funds set forth in Part V-B of the Grant Agreement, the Department of Commerce reserves the right to reduce the amount of funds provided to the GRANTEE for the project by a proportionate amount or to terminate the project entirely.

4. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

City of Emporia, Kansas

By: _____
Mayor

Attest:

City Clerk

CITY OF EMPORIA
MATCHING FUNDS AGREEMENT
(Downtown Commercial Rehabilitation)
Page Two of two

Owners: Forde Gillette, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



Commission Action Report

Resolution 3764 Adopting a Common Consumption Area Special Events Policy

Title: Resolution 3764 Adopting a Common Consumption Area Special Events Policy

Agenda Date: May 7, 2025

Presented By: Christina Montgomery, City Attorney

Background:

The City of Emporia is the permit holder for the Emporia Downtown Common Consumption Area (CCA). As such, the City is responsible for activities in the CCA, including approval of non-contiguous service areas.

Discussion:

Resolution No. 3764 adopts a Common Consumption Area Special Events Policy. This policy will provide guidance to staff, event organizers, and participating vendors regarding special events and approval of non-contiguous service areas in the CCA.

Financial considerations:

None

Recommended action:

Approve Resolution 3764 Adopting a Common Consumption Area Special Events Policy

Attachments:

Resolution 3764 Adopting a Common Consumption Area Special Events Policy

RESOLUTION NO. 3764

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS ADOPTING
A COMMON CONSUMPTION AREA SPECIAL EVENTS POLICY**

WHEREAS, the City of Emporia established the Emporia Downton Common Consumption Area (CCA) was established in accordance with K.S.A. 41-2659; and

WHEREAS, the Governing Body has determined that it is advisable to adopt a policy pertaining to approval of special events and non-contiguous service areas in the CCA.

NOW, THEREFORE, BE IT RESOLVED that the Common Consumption Area Special Events Policy, as attached, is hereby adopted; and, further, the policy shall be incorporated into the City of Emporia Policy Manual.

The Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the Governing Body of the City of Emporia, Kansas, this 7th day of May 2025.

Erren Harter, Mayor

Attest:

Kerry Sull, City Clerk

Subject: Common Consumption Area Special Events	Issued by: Resolution No. 3764	Effective Date: 05-07-2025
--	-----------------------------------	-------------------------------

1-13 Common Consumption Area Special Events**I. BACKGROUND:**

The Emporia Downtown Common Consumption Area (CCA) was established in accordance with K.S.A. 41-2659, which allows local governments to designate public spaces where individuals can possess and consume alcoholic beverages legally. This designated area provides a controlled environment for public gatherings and events, ensuring both public safety and compliance with relevant laws governing alcohol consumption.

As the permit holder for the CCA, the City of Emporia is responsible for overseeing the operations and conditions of the space and ensuring that all events within the CCA adhere to the requirements set forth by the Kansas Alcoholic Beverage Control and other relevant authorities. The City's role includes regulating boundaries, managing the approval process for non-contiguous service areas, and ensuring that business owners, event coordinators, and participating individuals comply with legal and regulatory requirements.

The purpose of this policy is to establish clear guidelines and responsibilities for special events held within the Common Consumption Area (CCA). It aims to provide a structured framework that allows event coordinators and business owners to operate within the CCA while maintaining full compliance with applicable laws and regulations. The policy seeks to ensure that events are conducted in a manner that is safe, lawful, and beneficial to both the public and the local business community.

This policy also serves to clarify the rights and responsibilities of event coordinators and business owners within the CCA, while defining the City's role in providing oversight and final approval for all activities. By setting forth these guidelines, the City intends to promote community engagement, support local businesses, and maintain the integrity of the CCA as a designated space for responsible alcohol consumption and special events.

II. DEFINITIONS:

Common Consumption Area (CCA): An indoor or outdoor area not otherwise licensed for sale of alcohol or CMB where the possession and consumption of alcoholic liquor and cereal malt beverage is allowed pursuant to a common consumption area permit.

Participating Vendor: Any licensee, including a licensed drinking establishment, tavern, temporary DE, or caterer which has applied to and received permission from the ABC to participate in the CCA.

Non-Contiguous Service Area (NCSA): An alcohol sale and service area outside a participating vendor's licensed premises, but within the CCA boundaries.

III. SCOPE:

This policy shall apply to all parties interested in coordinating events within the Common Consumption Area and participating vendors.

IV. POLICY:

Section 1: Municipal Authority as the Designated Permit Holder

- I. As the permit holder, the City holds authority and responsibility for ensuring compliance with all statutory and regulatory requirements concerning the CCA.
- II. The City retains the discretion to define the boundaries and operational conditions of the CCA.
- III. The City is responsible for providing oversight of all special events held within the CCA.
- IV. The City has final approval authority over special event plans and NCSA's in the CCA.

Section 2: Special Events in the CCA

- I. Event coordinators may host special events within the CCA upon issuance of a Special Event Permit by the Emporia Police Department.
- II. Event coordinators are responsible for managing the logistics and operations of the event, while ensuring all necessary approvals from the City are obtained before the event takes place.
- III. The CCA will remain open during all special events within the CCA during which alcohol will be sold or served. Alcohol may only be sold or served in the CCA by participating vendors.
- IV. Certain portions of the CCA may be closed during special events in which event coordinators wish to exclude alcohol for a "dry" event. The remainder of the CCA will remain open, including adequate pedestrian access around the dry area. Event coordinators will be responsible for marking and enforcing the boundaries of a dry area.
- V. Event coordinators planning to include one or more NCSA's in a special event shall include a description or drawing of the requested NCSA location and Participating Vendor information with the special event application.
- VI. Event coordinators may establish criteria for event participation, including vendor fees. The City shall not be a party to any agreements between event coordinators and vendors, and no portion of vendor fees shall be remitted to the City. The event coordinator is responsible for financial arrangements with vendors, ensuring compliance with relevant fiscal regulations.
- VII. Event organizers shall ensure that events do not block access to local Participating Vendors or other businesses within the CCA. Reasonable precautions must be taken to maintain clear pedestrian access routes. No barriers, signage, or structures associated with the event shall block business entrances or significantly obstruct business visibility to event participants. Event organizers shall work with local business owners to develop a plan that accommodates business operations, ensures pedestrian access, and fosters the engagement of local Participating Vendors.

Section 3: Designation and Approval of a NCSA

- I. Application. Participating Vendors may sell and serve alcohol from one NCSA in the CCA upon submission of an NCSA Request form and approval by the Police Department. Applicants shall be required to submit verification of city and state alcohol licensure and state approval to participate in the CCA.
- II. Sidewalk Enhancement NCSA. A request for an NCSA on a public sidewalk adjacent to a licensed premises shall be subject to the requirements of the City Sidewalk Enhancement Policy adopted by Resolution 3633, and any future amendments. A Participating Vendor applying for a Sidewalk Enhancement NCSA shall submit a copy of a Sidewalk Enhancement Plan approved by the Engineering Department. A Sidewalk Enhancement NCSA may be authorized on any day the CCA is open. A Sidewalk Enhancement NCSA

authorized by this subsection shall not be deemed a Special Event NCSA and shall not be subject to participation criteria established by the special event coordinator.

- III. Special Event NCSA. With the exception of a Sidewalk Enhancement NCSA, any NCSA requested during a special event in the special event area requires approval of the event coordinator. A Special Event NCSA may be subject to special event participation criteria established by the event coordinator, including event vendor fees.
- IV. Private Property. Any Participating Vendor applying for an NCSA on private property shall include a description and drawing or map of the location to be designated as the NCSA and documentation of proof of the property owner's consent.
- V. Review and Authority. The police chief or designee shall review NCSA Request Forms in conjunction with applicable state and local law, City policy, and in the interest of public safety and welfare. Approval is not guaranteed. Law enforcement officers may order the closure of any NCSA when deemed necessary in the interest of public safety and welfare.



Commission Action Report

Ordinance 25-14 Pertaining to Costs and Fees in Municipal Court

Title: Ordinance 25-14 Pertaining to Costs and Fees in Municipal Court

Agenda Date: May 7, 2025

Presented By: Christina Montgomery, City Attorney

Background:

Emporia Municipal Court costs were last updated in 2016, and supervision fees were last updated in 1986. Changes are needed to address present-day expenses paid by the city for the administration of justice.

Discussion:

Ordinance 25-14 amends City Code Section 2-1 Costs in Municipal Court, and Section 2-3 Supervision Fees in Municipal Court.

Updates include an increase in court costs from \$73 to \$100, an increase in supervision fees from \$50 to \$100, imposition of a \$10 technology fee, and reimbursement of incarceration and medical expenses. Costs may be waived or reduced upon a showing of good cause, including indigency.

This ordinance will go into effect after publication in the official city newspaper and upon the effective date of Charter Ordinance No. 47.

Financial considerations:

Ordinance 25-14 will align court costs and fees more closely with administrative expenses. The city will pay the cost of publication in the official city newspaper.

Recommended action:

Approve Ordinance 25-14 Pertaining to Costs and Fees in Municipal Court

Attachments:

Ordinance 25-14 Pertaining to Costs and Fees in Municipal Court

Ordinance No. 25-14

AN ORDINANCE PERTAINING TO COSTS AND FEES IN MUNICIPAL COURT; AMENDING SECTION 2-1 AND SECTION 2-3 OF THE CODE OF THE CITY OF EMPORIA, KANSAS AND REPEALING SAID SECTIONS AS THEY EXISTED PRIOR TO ADOPTION OF THIS ORDINANCE.

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas;

Section 1. That Section 2-1 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 2-1. Costs in Municipal Court.

- (a) **Assessment of Costs.** The municipal judge is hereby authorized to assess court costs against each person charged with a violation of any of the ordinances of the city, unless such person is found ‘not guilty’ following a trial on the merits.
- (b) **Consolidation of Complaints.** If multiple complaints arise from the same incident involving a single defendant, they shall be consolidated for cost assessment purposes and treated as a single case.
- (c) **Mandatory Costs.** Upon a finding of guilt, a plea of guilty or nolo contendere, or the approval of a diversion agreement, the municipal court shall assess court costs for the administration of justice in the amount of \$100. These court costs include all applicable state-mandated fees.
- (d) **Other Costs.** In addition to mandatory court costs, the municipal court shall assess the following fees and costs. The court may waive or reduce these costs upon a showing of good cause, including but not limited to a finding of indigency.
 - 1) **Technology Fee.** A \$10 fee shall be assessed in each case to help offset the cost of maintaining, utilizing, or acquiring technology enhancements and systems for the municipal court and police department.
 - 2) **Domestic Violence Fee.** A fee not to exceed \$100 shall be assessed in all cases where the defendant is either convicted of, or placed on diversion for, a domestic violence offense. All fees collected under this provision shall be deposited into a designated fund and used exclusively for domestic violence victim services, subject to approval by the governing body.
 - 3) **Warrant Fee.** A \$50 fee shall be assessed for each warrant issued.
 - 4) **Court-Appointed Attorneys.** A fee shall be assessed against the defendant in each case in which the court appoints counsel in accordance with the applicable fee schedule adopted by the court.
 - 5) **Incarceration Expenses.** A fee equal to the per diem cost to the city for incarceration shall be assessed in each case in which the defendant is incarcerated pursuant to a city ordinance or municipal court order.
 - 6) **Medical Expenses.** A fee equal to the actual cost incurred by the city for any medical treatment provided to the defendant while incarcerated.
 - 7) **Testing Fee.** A fee equal to the actual cost incurred by the city for supplies or services related to the collection or testing of blood, breath, or other bodily fluids.
- (e) **Payment and Collection.**

All assessed fees and costs shall be due and payable at the time of judgment unless otherwise ordered by the court. Failure to pay such fees may result in further legal action, including collection proceedings, in accordance with applicable law.

(Ord. 1131, §§ 1, 2, 11-17-1982; Ord. 88-2, §§ 1, 2, 1-6-1988; Ord. 94-28, § 1, 7-20-1994; Ord. 00-12, § 1, 2-16-2000; Ord. 05-12, § 1, 3-16-2005; Ord. 06-18, § 1, 7-5-2006; Ord. 09-04, § 1, 1-21-2009; Ord. 10-17, § 1, 7-7-2010; Ord. 15-03, § 1, 2-18-2015; Ord. 16-32, § 1, 7-20-2016; Ord. 25-14 § 1, 5-7-2025)”

Section 2. That Section 2-3 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 2-3. Supervision Fees in Municipal Court

- (a) Any person placed on probation or entering into a supervised diversion agreement shall pay a supervision fee of \$100.00. The court may waive or reduce this fee upon a showing of good cause, including but not limited to a finding of indigency.
- (b) The supervision fee established in this section is in addition to, and not in lieu of, any other fees or costs required under this code, other ordinances of the City of Emporia, or the laws of the State of Kansas.

(Ord. 85-46, § 1, 11-20-1985; Ord. 25-14 § 1, 5-7-2025)”

Section 3. That Section 2-1 and 2-3 of the Code of the City of Emporia, Kansas as they existed prior to the adoption of this ordinance are hereby repealed.

Section 4. This ordinance shall take effect on June 1, 2025 after its publication in the official city newspaper and the effective date of Charter Ordinance No. 47.

Section 5. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, Kansas as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 7 day of May 2025.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Water Treatment Plant Electrical and Communications Addition

Title: Water Treatment Plant Electrical and Communications Addition

Agenda Date: May 7, 2025

Presented By: Dean Grant, Director of Public Works

Background:

Water plant staff are working on adding turbidimeters to the sedimentation basins. These analyzers will be used to better monitor plant conditions, and they will give operations staff data for making process changes. Due to the necessary placement of these analyzers, we need to add electricity to power the units and communications cable for the collection of data.

Discussion:

Staff received quotes from Gerald Schumann Electric, Inc. in the amount of \$69,935.50, and an email from Shelley Electric Inc. stating that they would not be able to bid upcoming projects.

Financial considerations:

\$550,000.00 bond specifically for the purchase and installation of turbidimeters and actuators at the water treatment plant, and there is still \$274,865.07 remaining. This expense will be paid from the remaining balance.

Recommended action:

Approve quote from Gerald Schumann Electric, Inc. in the amount of \$69,935.50.

Attachments:

Gerald Schumann Electric, Inc. quote
Shelley Electric, Inc email response

Dean Grant

From: Jack Mason
Sent: Friday, April 18, 2025 8:07 AM
To: Dean Grant
Subject: Fw: Gerald Schumann Electric, Inc.

Follow Up Flag: Follow up
Flag Status: Flagged

Get [Outlook for iOS](#)

From: Shannon Schumann <gs_electric@yahoo.com>
Sent: Thursday, April 17, 2025 12:59:34 PM
To: Jack Mason <jmason@emporiaks.gov>
Subject: Gerald Schumann Electric, Inc.

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department.

City of Emporia
Water Treatment Plant
Attn: Jack

Subject: Turbidity Project

We will supply labor, material, conductors, J-boxes, trenching and backfill to complete turbidity project.
City will supply Cat 5E cable.
We will not be responsible for damage to sprinkler system by train #1 clarifier effluent and train #1 re-carbonation basin.

Labor, material and Coffman - \$69,935.50

Note: We cannot guarantee the price of material due to the volatility of the market.

Sincerely,
Shannon M. Schumann
Secretary for
Daniel L. Schumann
Master Electrician

Dean Grant

From: Jack Mason
Sent: Friday, April 18, 2025 8:10 AM
To: Dean Grant
Subject: Fw: COE WTP Projects

Follow Up Flag: Follow up
Flag Status: Completed

Get [Outlook for iOS](#)

From: Tom Coble <TomCoble@shelleyelectric.com>
Sent: Thursday, April 17, 2025 11:33:41 AM
To: Jack Mason <jmason@emporiaks.gov>
Subject: COE WTP Projects

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department.

Jack,
Due to our backlog and the limited amount of manpower we won't be able to bid your upcoming projects. We are full up until at least the end of this year.
Thanks,

Tom Coble
Branch Manager / Estimator / Project Manager
Shelley Electric Inc.
PH (620) 342-6611
Fax (620) 342-6213
Cell (620) 340-3464
tomcoble@shelleyelectric.com
<http://www.shelleyelectric.com>



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: May 7, 2025

Presented By: Trey Cocking, City Manager

Background:

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

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, May 21, 2025.

Commission Meeting :

- Proclamation Naming World Neurofibromatosis Awareness Day
- Contract with Champions Landing
- Ordinance for Emporia/Lyon County Traffic Safety Committee

Study Session :

- Legal Publication on City's Website
- TGT Discussion
- Chicken Discussion
- Stormwater ERU/Becker Addition
- Discuss Emporia/Lyon County Joint Traffic Safety Committee



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: May 7, 2025

Recommended Action:

Recess into executive session for 15 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:____ a.m./p.m.

Title: Kansas Open Meetings Act (KOMA) – 2025 Amendments Requiring Complete Live-Streaming of Any Meeting that a Governing Body Elects to Broadcast

Agenda Date: May 7, 2025

Presented By: Trey Cocking

Background:

House Bill 2134, approved by the Legislature and signed by Governor Kelly on April 8, 2025, amends K.S.A. 75-4318. New subsection (j) provides that “[a] public body or agency that voluntarily elects to live-stream their meeting ... shall ensure that all aspects of the open meeting are available through the selected medium for the public to observe.”

Kansas State Legislature

Although the law does not compel a governing body to live-stream, it eliminates the partial-broadcast model. If the live feed is turned on for any portion of an open meeting, it must stay on for the entire open session (executive sessions remain private under existing rules). The change takes effect July 1, 2025, the normal publication date of the Session Laws.

Discussion:

Business meetings are live-streamed from the Commission Room with two ceiling cameras tied into the CivicPlus system. Study Sessions are normally held in Conference Rooms 1A/1B and are not live-streamed, although they are open to the public and minutes are kept for action items only.

Compliance Options for Study Sessions

Option	Description	One-Time Cost*	Annual O&M	Pros	Cons
1. Install cameras in 1A/1B	Add two PTZ cameras, ceiling mics, encoder, network switch; tie into CivicPlus	≈ \$5,000- \$18,000 (hardware, cabling, programming)	≈ \$550 (maintenance, licensing)	• Keeps Study Session setting intact • No change to Commission Room schedule	• Capital outlay • Space has lower seating & acoustics; may need acoustic treatment
2. Move Study Sessions to Commission Room	Hold sessions at dais; use existing AV; schedule immediately after regular	\$0	\$0	• No new equipment • Best audio/visual quality	• Less informal setting for workshop discussion

Study Session Report

Kansas Open Meetings Act (KOMA)-2025 Amendments
 Requiring Complete Live-Streaming of
 Any Meeting that a Governing Body Elects to Broadcast

Option	Description	One-Time Cost*	Annual O&M	Pros	Cons
	meetings or on alternate days				
3. Treat Study Sessions as a separate meeting and do not live-stream	Post notice & agenda; continue in 1A/1B with no video	\$0	\$0	• No cost • - Keeps informal environment	• Reduced transparency compared with broadcast meetings • Public may perceive inconsistency • - Media likely to request recording copies; in-person attendance only

Title: Allocation of Transient Guest Tax (TGT) Revenue
& Appointment of Liaison Commissioners

Agenda Date: May 7, 2025

Presented By: Trey Cocking

Background:

TGT Collections & Existing Distribution

2024 (actual): 47 % of gross TGT transferred to the Chamber (current visitor-services contractor); 53 % to other tourism uses.

2025 (budget): 50 / 50 split adopted by the Commission.

2026 (requested): The Chamber's proposal for visitor services asks for 55 % of total TGT revenue.

Discussion: To guide the TGT Committee and assist staff in drafting a new visitor-services contract, the Commission should determine the appropriate split between:

The visitor-services contract, and

The allocation pool is available to tourism organizations across the community.

Staff also requests that two commissioners be appointed as liaisons to participate in contract negotiations and broader tourism planning.

Financial considerations: Projected FY 2026 TGT revenue: \$960,000.

Under Kansas statute, TGT proceeds may be used only for attraction promotion, visitor services, or tourism-related capital projects.

Attachments: Answers to Commission Questions on TGT.

City of Emporia Answers

How would you make your plan more sustainable from a budget perspective?

The goal under the City's proposal is to maintain a 5% Year End Balance in the TGT Fund as opposed to the 500k-600K that has accumulated.

A Bed Tax Fund is not a Capital Improvement Fund. Bed Tax should be used primarily for marketing Emporia as a destination for travelers.

Further, the program submitted by the City is for a 3-year period and is targeted at emphasizing market for key events not continue to fund special requests or expand the use of TGT dollars beyond 10 specific events.

Explain how your plan enhances collaboration between the Chamber and Main Street.

The program put forward by the City pays both Main Street and the Chamber 100K each annually to promote tourism via the bed tax. Specifically, the Chamber and Main Street are asked to administer Grants awarded by TGT for marketing efforts for specific Events with sponsorships from local businesses. The Grant coordination involves marketing the events (Unbound Gravel, DDO, Junior Disc Golf Championship, State Football, State Basketball, Kansas Free Music Festival, Cinco De Mayo, Great American Market, Shrine Bowl, and one other event.

Collaboration on PR/Marketing campaign promoting Emporia and Emporia Events focused on populations 50 miles outside in Emporia. Collaboration would include Chamber, Main Street, TGT, and City personnel selecting Advertising/PR Firm to coordinate efforts.

Would there be a physical location for CVB functions in your plan? Where?

A Visitors Center should come from dedicated space at Main Street and the Chamber of Commerce.

What data points (no more than five) would demonstrate your success?

Increase visitors as measured by a Data platform.

Increased Bed Tax.

Testimony from local business about business activity from Events.

Digital Media statistics showing traffic on digital ads and visits to Visitors Web Site.

Sales Tax

Thinking about current Visit activities:

What do you plan to keep doing (please limit your responses to three current practices)?

Staffing Visitors Bureau location with Chamber and Main Street Staff.

TGT recommending Appropriations for Events to City Commission (much fewer allocations for groups not focused on events).

Serving on Boards dedicated to Events.

What do you plan to stop doing?

Small gathering grants.
Capital Improvement funding from TGT funds.
Fewer appropriations for programming not involved in promoting tourism.
FOCUS ON CREATING SPENDING OPPORTUNITIES AT LOCAL BUSINESSES.

What do you plan to start doing (please limit your responses to your top three most anticipated plans)?

Working with Regional PR/Marketing firm on promoting Events and Businesses in Emporia.
Grants to small businesses (no Franchise or S-Corps) for promotion of events and local businesses.
Offering hotel vouchers to out of town residents receiving medical procedures in Emporia.

What data points (no more than five) would demonstrate your success?

Increase visitors as measured by a Data platform.
Increased Bed Tax.
Testimony from local business about business activity from Events.
Digital Media statistics showing traffic on digital ads and visits to Visitors Web Site.
Sales Tax

What do you plan to keep doing? (*Top three current practices*)

1. **Serving as a Catalytic Leader:** We will continue to lead boldly and inclusively. For example, Emporia was one of the first communities in Kansas to offer our Community Guide in Spanish. Our expanded marketing to this audience has already shown measurable success, and we will continue to build on that momentum.
2. **Staying Innovative and Influential:** Emporia is recognized across the state as a place that others look to for new ideas and direction. We embrace this role and will continue setting the pace through innovation in tourism promotion and community engagement.
3. **Remaining Data-Driven and Brand-Focused:** We will maintain a strong commitment to research and data in shaping our strategies, ensuring all marketing efforts remain focused, effective, and aligned with our brand identity.

What do you plan to stop doing?

We will move away from working in silos and instead strengthen intentional collaboration with key community partners. For example, we have already taken steps in this direction by inviting Emporia Main Street to be part of early planning discussions for the 2026 Community Guide. This type of inclusion will become standard practice as we align efforts across organizations for a greater collective impact.

What do you plan to start doing? (*Top three anticipated plans*)

1. **Improving Communication Between Partners:** We will prioritize better coordination with Main Street, the City of Emporia, and other key stakeholders to align efforts and increase collective impact.
2. **Expanding Inclusive Access Efforts:** We will formalize our commitment to inclusivity by creating new processes that ensure equitable participation in tourism initiatives—especially among small businesses, underrepresented groups, and non-member organizations.
3. **Launching a Partner and Stakeholder Feedback Survey:** While not yet implemented, we recognize the importance of collecting input from our partners. We plan to create a system for regular feedback to help guide future decisions and measure satisfaction with Visit Emporia's activities.

How much of Emporia's current hotel occupancy rate do you see as resulting from Visit activities versus other factors?

We estimate that 40–50% of Emporia's hotel occupancy is a result of Visit Emporia's activities, including event promotion, brand marketing, and partnership development. This figure reflects

not just our direct promotions, but the critical role we play in enhancing and supporting events and campaigns that drive visitation.

While other factors contribute to occupancy, including geographic convenience, out-of-town contractors, and pass-through traffic, Visit Emporia plays a strategic role in attracting and retaining overnight visitors. For example:

- We've worked with companies like Wolf Creek during outage periods to promote Emporia as a desirable location for extended stays.
- We are actively exploring ways to increase interstate traveler capture by promoting Emporia as a destination—not just a stopover—between major cities.

What data points (no more than five) would demonstrate your success?

1. Hotel occupancy rates year-over-year
2. Attendance and visitor counts at key events
3. Website and social media engagement
4. Visitor guide distribution and conversion
5. An increase in visitor traffic from new and growing markets—such as the Latino market

How will the NGO proposals ensure Visit activities and opportunities are fully available to all members of the community, businesses, and industries?

We are committed to ensuring equal access to all Visit Emporia programs, promotions, and planning opportunities. All businesses—regardless of membership status—can participate in tourism-related initiatives.

To safeguard this commitment, Visit Emporia's funds are managed as a separate budget from Chamber operations. This ensures that tourism resources are not tied to Chamber membership and remain accessible to the entire community. Additionally, we use public outreach, inclusive communication channels, and open calls for participation to make sure every part of the community has a seat at the table.

If your NGO was selected, would you be willing to house the Visit services in the location of the other NGO?

We are deeply committed to collaboration. However, the current Visit Emporia location is uniquely equipped with the space, infrastructure, and public visibility needed to support tourism operations effectively. That said, we are fully open to exploring shared service models and joint initiatives that promote collaboration and mutual support.

Main Street Answers

How would you ensure the whole community is marketed, not just downtown?

Great question! Successful marketing hinges on genuine collaboration—every business, event, and venue needs to feel included and valued. Our plan is to kick off with a series of collaborative sessions, inviting all current and potential recipients of TGT funding to participate and contribute ideas. While unique attractions and experiences often cluster downtown, our doors and our processes are wide open to everyone across Emporia. Our goal is to amplify Emporia's diverse offerings by actively engaging partners throughout the community, ensuring no area feels overlooked.

What non-event activities would you leverage and market to draw visitors to Emporia?

We believe strongly in the "rule of four": providing four hours of engaging activities for every hour someone travels to visit Emporia. We'll market collaborative clusters of destination businesses, pairing attractions like the Imaginarium or Exploritorium with great dining, entertainment, and shopping options. Emporia's prime location between Kansas City and Wichita positions us perfectly to attract day trips and longer stays, especially for conferences and regional meetings, enhancing weekday visitation. We believe that there are significant possibilities to convert athletic and other campus associated activities into enhanced visitor spending opportunities. We need to enhance the experience of current visitors to maximize the economic impact of each visit.

Crucially, we will leverage our strongest advocates—our local community. By educating and empowering residents as ambassadors, we'll amplify word-of-mouth marketing, which remains the most effective promotional tool. If locals know and love their city's offerings, they'll naturally invite visitors, strengthening our outreach efforts significantly.

Thinking about current Visit activities:

What do you plan to keep doing (limited to three)?

1. Continued proactive external outreach to potential visitors.
2. Ongoing collaboration with the state office of tourism to magnify our local initiatives.
3. Persistent engagement with local businesses to effectively execute marketing strategies.

What do you plan to stop doing?

We aim to shift from marketing on behalf of businesses to marketing with businesses, ensuring genuine collaboration. We'll also reevaluate funding for efforts not clearly demonstrating visitor attraction potential, focusing on alignment with measurable TGT objectives. Additionally, we'll discontinue discretionary funding decisions made outside a structured allocation process,

enhancing transparency and accountability. Emporia Main Street would seek to staff Saturday hours, particularly during heavy event seasons, to facilitate better relationships with visitors; we want to stop the lack of access to human resources by visitors during peak usage times.

What do you plan to start doing (top three anticipated plans)?

1. Collaborating with partners to cultivate unique attractions and experiences distinct to Emporia.
2. Broadening community and regional involvement, fostering organic, grassroots visitor engagement.
3. Enhancing data-driven coaching and collaboration to build local marketing capacity, maximizing TGT effectiveness and creating sustainable visitor attraction strategies.

What data points (up to five) would demonstrate your success?

1. Total community visitation numbers.
2. Average visitor stay duration.
3. Combined participation rates at events and business consumer engagement and spending patterns.
4. Spending trends among hotel guests.
5. Quantity of conventions/meetings and participants supported through Visit.

How will the NGO proposals ensure full community access to Visit activities and opportunities?

Emporia Main Street will prioritize transparency and inclusivity through clear communication channels, publicized case studies, and comprehensive outreach across multiple media platforms. Off-site collaboration sessions will visibly demonstrate open access, while feedback and communications with advisory members—including City staff—will ensure accountability. As an organization that has experienced restrictive access, we are committed to a transparent system defined by a clear series of matrix and equitable expectations. We will adhere rigorously to our mission of inclusive community growth, making all processes visible and accessible to every community stakeholder.

If your NGO was selected, would you be willing to house Visit services in the location of the other NGO?

Respectfully, no. We firmly believe that achieving the potential of Visit Emporia necessitates a fresh organizational approach and a clear cultural shift. Establishing a distinct operational structure with clear oversight is crucial for transparency and effectiveness. This clarity will empower us to deliver targeted, measurable results that align with our community's aspirations and strategic goals.

We're excited about the opportunity to contribute to Emporia's growth, and we look forward to any additional questions or discussions you might have!

Title: Sanitary Sewer Overflows
Agenda Date: May 7, 2025
Presented By: Dean Grant, Director of Public Works

Background:

Sanitary sewer overflows (SSOs) occur when untreated or partially treated sewage escapes from a municipal sewer system. While sewer systems are designed to handle all incoming wastewater, occasional overflows can still happen. However, frequent SSOs indicate a problem within the system. Common causes include:

- Fats, oils, and grease
- Items labeled "flushable" (e.g., baby wipes, feminine hygiene products)
- Tree root intrusion
- Inadequate maintenance or cleaning of the sewer system

SSOs can cause serious damage to both property and the environment. When sewage backs up into basements, the affected areas must be thoroughly cleaned and disinfected to prevent health risks. This cleanup process can be costly for both homeowners and local governments. Items like rugs, curtains, flooring, drywall, and upholstered furniture that come into contact with sewage often need to be discarded and replaced.

Beyond property damage, SSOs contain raw sewage filled with harmful bacteria, viruses, parasites, intestinal worms, and airborne mold and fungi. Exposure can lead to a range of illnesses—from mild stomach issues like cramps and diarrhea to more serious diseases such as cholera, dysentery, hepatitis, infections, and severe gastroenteritis.

In Emporia, about 90% of sanitary sewer overflows (SSOs) are caused by blockages, while the remaining 10% result from stormwater inflow and infiltration. Of the blockages, roughly 75% are due to the buildup of fats, oils, and grease (FOG) in the system.

Discussion:

Public Works will present an overview of a proposed Fats, Oils, and Grease (FOG) Program aimed at reducing sanitary sewer overflows (SSOs) in Emporia. The program will focus on educating residents and businesses—particularly food service establishments—on the proper disposal of fats, oils, and grease to prevent buildup in the sewer system. With approximately 75% of sewer blockages caused by FOG, this initiative is a proactive step toward protecting public health, reducing costly backups, and preserving the integrity of the City's wastewater infrastructure.

The presentation will also highlight the potential benefits of installing grease interceptors, which can significantly reduce the amount of grease entering the sewer system. The discussion will cover program goals, implementation strategies, educational outreach, and possible regulatory components.



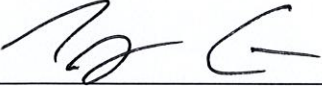
PUBLIC NOTICE

SPECIAL GATHERING OF THE GOVERNING BODY

There will be a special gathering of the Governing Body beginning at 12:00 PM, on Wednesday, May 7, 2025, to be held at Emporia State University, 1 Kellogg Circle, Emporia, Kansas. The object of this special gathering is a tour and discussion of facilities. No action will be taken by the City of Emporia. City Commissioners will be in attendance and the public is welcome to attend.

Witness my hand and the seal of said City.

Assembly Called by:


Trey Cocking
City Manager

5/2/25
Date

Witness my hand and the seal of said City this 2nd day of May 2025.


Kerry Sull
City Clerk

5-2-25
Date