CITY COMMISSION MEETING
March 24, 2021 at 9:30 AM

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

Agenda

Items

- ► Presentation from Nannete Pogue former Finance Director
- ► Review Housing Policy Draft
- ► Discuss Electric Vehicle Charging Station
- ► Discuss of Drinking Establishment Hours
- ► Discuss Motor Grader for Street Department

EMPORIA
City of Emporia

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

City of Emporia

Memo

To: City Commission

From: SPC Witt

cc: Management Staff

Date: 3-18-21

Re: RHID Presentation

Nannette Pogue, former Finance Director of Dodge City, will be in attendance to review and discuss their unique approach to RHID Development.

City of Emporia

Memo

To: City Commission

From: SPC Witt

cc: Management Staff

Date: 3-18-21

Re: Housing Policy Draft

The attached policy includes comments derived from the study session on 3-10 and received shortly after that date. If you have any comments before 3-24 please submit them to the SPC by Tuesday noon and they will be incorporated into the presentation.

~~RHID~~ Housing Incentive Draft Policy

Draft#2 Wednesday 3-19-21

PRESENT POLICY

1. Developer/builder must secure private financing.
2. Single family residential structures only.
3. Developer builder provides land which is not part of the RHID reimbursement.

~~POTENTIAL POLICY CHANGES~~ ***HOUSING POLICY***

The City of Emporia has adopted the following policy guidelines regarding the city's assistance in promoting and developing additional housing units within our community. In recognition of this the City ~~shall provide funding and incentives in the amount of $X,000,000 to be utilized as part of the New Housing Initiatives Fund.~~ may participate in the infrastructure funding and provide other incentives deemed beneficial to the community.

Proposals would be accepted by the City Manager's office and evaluated based on community needs at the time of application. RHID designations would also be applicable to development proposals that are accepted.

I. Housing Types Permitted

<u>Section 1 Type</u>

The following owner-occupied housing types shall be allowed to utilize the RHID incentive as provided for in Kansas Statute's.

1. Single family detached residential structures.
2. Single family attached residential structures. (Garden and patio homes)
3. Duplex residential structures.
4. Townhouses (Hammond Heights)
5. Condominiums.
6. *Garden/Patio Homes*
7. *Any residential structure comparable in density to those outlined above and consistent with adopted building and zoning regulations*

The housing types shall be defined by the adopted building and zoning regulations of the City of Emporia in effect at the time an application for the RHID program is received by the City Manager's office.

Section 2 Exceptions

~~The City shall consider developer/builder owned duplex, condominiums, and patio homes on a case-by-case basis. A market analysis and justification shall be required as a prerequisite to the consideration of granting an RHID development to a developer/builder owned project.~~

The City shall consider multistory residential structures as part of a planned integrated development for a strategic purpose meeting Commission goals such as a senior living complex, targeted income market, special needs housing, etc.

II. *Proposals and* Pre Qualifying Assessment

Proposals for city assistance in the creation of subdivisions/building lots as outlined in Section 1 Type shall submit a proposal to the City Manager's office which shall include the following information:

1. ***The names of the business entity and its primary owner/partners seeking city assistance.***
2. ***The location of the development on a map which clearly outlines the parcel to be developed.***
3. ***The number of building lots to be created.***
4. ***The type of housing units or mixture thereof to be included in the development.***
5. ***The estimated market cost of housing units to be constructed.***
6. For traditional single family, duplex, townhomes, and condominiums a third-party analysis shall be submitted prior to consideration of a request for the establishment of an RHID district. The analysis shall include the financial feasibility of the project in retiring the RHID debt and the projected construction pace of development. For developments with a target market price of $250,000 the minimum lot absorption schedule shall be the completion of 50% in the first seven years of the project. For development over $250,000 the minimum lot absorption schedule shall be the completion of 50% in the first 10 years of the project.
7. A covenant regarding no lot splits must be submitted prior to the passage of the ordinance granting RHID status.
8. ***All proposals shall be accompanied by a $1,000 evaluation fee that is nonrefundable. (Option 1 A flat fee per building lot in the proposal say $50-100 per lot). If the proposal is approved by the City Commission and a development agreement is executed that involves periodic payments or reimbursements from the City there shall be a 3% fee attached to all transactions.***
9. ***All City assistance regarding infrastructure shall utilize the City's public bidding process. Plans and specs for infrastructure improvements must be consistent with adopted city policies and ordinances.***

Section 1 Phasing of Development/Development Agreement

The City and the developer shall enter into a negotiated Development Agreement which shall contain but not limited to the following elements:

1. Projected target prices for the residential units to be constructed.
2. Phasing of development in term of number of units to be completed each year and a projected buildout year.
3. A claw back provision related to any city assistance, if provided, based upon agreed upon goals regarding unit completions that are not met. Claw back provisions to be negotiated on a project-by-project basis.
4. The City reserves the right to decline the establishment of the district if the target pricing does not meet a recognized need in the community as identified and adopted by the City Commission.

III. LAND/LOCATION

The developer/builder shall be solely responsible for the purchase of the land to be designated as an RHID district. Proposed districts shall be located adjacent or within 200 feet of an existing city street or paved street for consideration. For land outside of the existing City limits a petition for annexation consistent with Kansas Statutes shall be made concurrent with the request for the establishment of an RHID.

Reclamation of floodplain zones as designated by federal programs is not allowed as a RHID eligible expense.

Section 1 Location

All area included within the incorporated city limits as defined by ordinance are eligible for RHID designation after being approved by the Kansas Department of Commerce (KDOC). Existing RHID eligible areas, as approved by KDOC, are attached as Exhibit A.

Designation of an area presently not within the corporate boundaries of the community cannot be declared an RHID district by the city until annexation is completed. Applicants should set aside an additional 3-6 months in their planning timeline to accommodate this situation.

IV. FINANCIAL ALTERNATIVES

The following is a nonexclusive listing of some financial alternative available to the City regarding RHID developments and related scenarios to assist in addressing the need for new housing units.

1. Utilize existing policy requiring private financing for all RHID development requests.
2. Issue RHID bonds as permitted under the Kansas Statutes in conjunction with local financial institutions.
3. ~~Issue RHID Bonds as described in #2 and write down the interest to match GO Bonds. City staff would recommend a maximum amount per RHID district be established as well as a maximum total for all RHID projects if this alternative is considered. For example, $100,000 per development with no more them $300,000 as a total City commitment.~~
4. In an RHID approved development the City would be responsible for installing the water and sewer infrastructure required and would share in the incremental tax revenue generated until the initial investment is retired. The City may also dedicate all or a portion of the water revenue generated from the district to retire the initial investment.
5. Use the Dodge City model and become the infrastructure builder for designated RHIDS and issue GO bonds or use cash on hand to pay for the initial RHID infrastructure. Incremental tax revenue received would then pay for the bonds or reimburse the city account used to fund the initial construction.
6. The City can also buy a tract of land and finance the acquisition and construction of infrastructure via an RHID district. The City can then plan and develop the tract and enter into any private development agreements necessary to meet the housing goals established by the Commission.
7. Provide financial assistance in an amount to be determined to buyers within an RHID with a target price not to exceed $250,000. Staff believes there could be access to state/federal funding to provide this incentive or a portion thereof. Details to be developer if there is an interest in pursuing.
8. ~~Establish an annual City allocation to a "New Housing Initiative Fund". A proposed allocation for Year 1 would be $300,000. Proposals would be accepted by the City Managers office and evaluated based on community needs at the time of application. RHID designations would also be applicable to development proposals that are accepted.~~

Examples of Assistance Alternatives

1. 15 Year Buildout – Developer/ Builder provides 3rd party analysis to the City that projects complete use of incremental tax funds for all infrastructure within the proposed district excluding water and sewer service. City reserves the right to review the analysis and accept or reject the findings within 15 days of submission. If accepted City would be responsible for the extension of water and sewer to the RHID district up to $250-500,000? The City and the Developer/Builder would then enter into a binding agreement. The agreement shall include a clause that if after the initial 15-year period concludes and the development is not built out the City would share in the incremental property tax disbursements to defray the water and sewer costs incurred by the City. This would remain in effect until the end of the 25-year statutory period or until the City recapture of tax revenue equals the water and sewer expenditures.

2. 6A Petition/RHID Overlay – The Developer/Builder would submit a 6A petition as provided for under Kansas Statutes. Before approval and acceptance of the petition the developer must provide a 3rd party analysis that the projected revenue provided for thru the RHID incremental tax revenue will be sufficient to retire the debt incurred by utilizing the 6A petition. The City would have 15 days after the submission of the analysis to accept/reject the findings. If accepted the City and Developer/Builder would then enter into a binding development agreement and the 6A petition and RHID designation would move forward. If the proposed buildout concludes prior to the expiration of the 25-year statutory limit any excess fund would be used to reimburse the developer for "holding costs" incurred in the purchase of the land used for the RHID.

EMPORIA
City of Emporia

Memo

TO: City Commission

FROM: Jeff Lynch, Community Development Coordinator

CC: Department Heads

DATE: March 12, 2021

SUBJECT: Electric Vehicle Charging Station (March 24, 2021 Study Session Agenda Item)

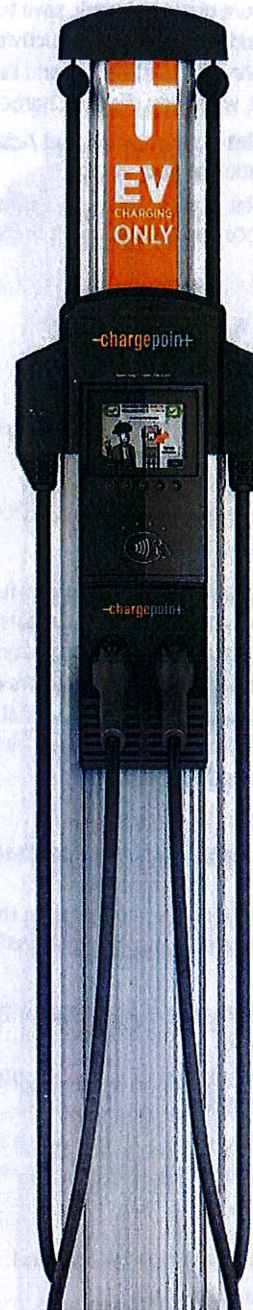
ITEM- Discussion of installation of a charging station in city-owned parking lot:

A review and discussion is requested regarding whether or not to move forward with allowing Evergy to install electric vehicle charging stations in a city-owned lot in the 1000 block of Mechanic (east of the Family Video building). The location of the charging stations would be at the south end of the parking lot, and would utilize four (4) parking stalls. The parking stalls could still be utilized by non-electrical vehicles, and would be available on a first-come basis. There would be no cost to the City for installation, but there would be a monthly meter cost to the City of $22.50. The cost of using the charging stations would be approximately 21 cents per hour, paid for by the end user (vehicle owners). The attached map shows the location of the proposed charging stations, as well as related equipment. Also attached is a photo of what the charging stations may look like, and a photo of the parking lot.

chargepoint

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations



The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- Instructional video shows how to use the station
- Multi-language: English, French, Spanish
- Touch button interface; works in rain, ice and with gloves
- Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

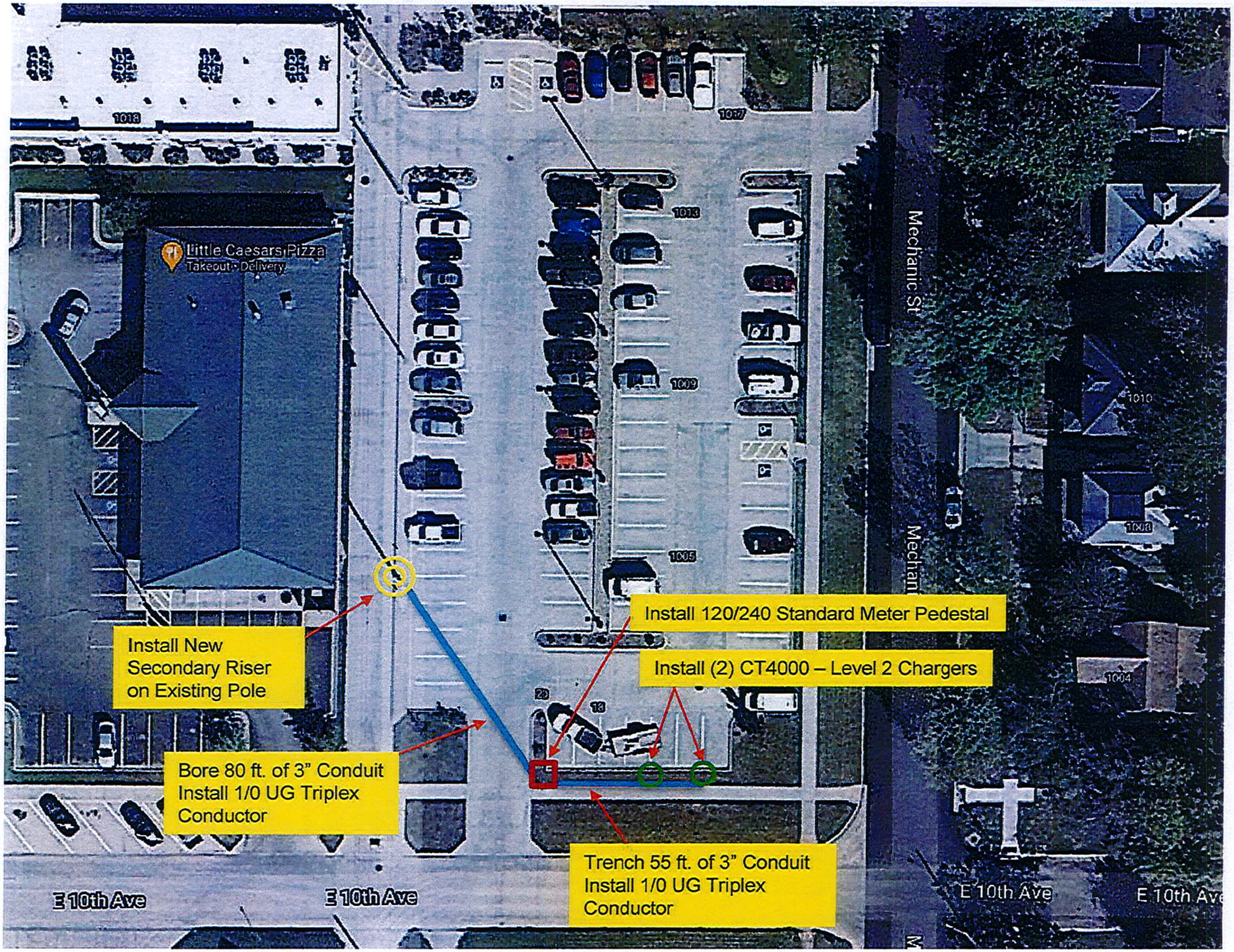
Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- Daylight readable, with auto brightness control
- 640 X 480 resolution active matrix
- Full motion 30fps video support
- Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- Brand your charging stations to communicate with drivers
- Instructional video in English, Spanish or French

ENERGY STAR

The First **ENERGY STAR®** Certified EV Charger

Emporia – 10th and Mechanic St. - Site Sketch




03/02/2021

~~For Redlin~~Evergye

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT ("***Agreement***") is entered into effective as of the ___ day of ________, ~~2020~~ 2021 ("***Effective Date***") between Evergy Kansas Central, Inc. f/k/a Westar Energy, Inc. and its affiliates ("**EVERGY**"), a Kansas Corporation, with primary offices at 818 S. Kansas Ave., Topeka, KS 66612 and City of Emporia________________________, a *Kansas* [corporation][limited liability company][other], with a mailing address at P.O. Box 928________________________, Emporia, KS 66801 ("***Host***").

WHEREAS, Host is the owner of that certain property legally described and depicted on Exhibit A (the "***Site***"), attached hereto and incorporated by reference herein;

WHEREAS, EVERGY desires to install and operate ~~1~~ 2 Level Two Electric Vehicle Supply Equipment station (together with all related utilities and accessories, the "***EVSE***") in the location shown on the Site Plan on Exhibit B, attached hereto and incorporated by reference herein, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, EVERGY and Host agree as follows:

1. License. Host hereby grants to EVERGY a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE shall include a vehicle charging station and related signage. EVERGY (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist EVERGY with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with EVERGY.

2. Consumption Costs. The responsibility for the payment of kilowatt-hour (kWh) energy charge shall be as follows (check the box that applies; if no box is checked, it is Host Responsibility):

A. Host Responsibility (check here): ☐ The Host pays the kilowatt-hour (kWh) charge including applicable riders, surcharges, taxes and fees assessed by EVERGY and the EVSE charging station user pays the session charge, if applicable as described in the Schedule CCN tariff that can be accessed, once approved by the Kansas Corporation Commission, at www.EVERGY.com/rates.

B. User Responsibility (check here): ☒ The EVSE charging station user pays the kilowatt-hour (kWh) charge including applicable riders, surcharges, taxes and fees assessed by EVERGY, and, if applicable, the session charge as described in the Schedule CCN tariff that can be accessed at www.EVERGY.com/rates.

During the Term, the Host shall have the right to change the above election (to the alternative option) upon 30 days' prior written notice to EVERGY. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide EVERGY access to and sufficient space for locating and maintaining the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for EVERGY to fulfill its reporting requirements to regulatory entities. Host will allow potential end users access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. EVERGY shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and EVERGY may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, EVERGY, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. EVERGY shall promptly deliver copies of all such licenses and permits to Host.

Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by EVERGY for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that EVERGY will be utilizing "Demand Response" ("***DR***") procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that EVERGY utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge EVERGY or any other party rent or any other fees to use the Site during the Term of this Agreement.

5. Consent; Permits. EVERGY shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. EVERGY shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by EVERGY.

6. Marketing. The parties understand and agree that the EVSE will be EVERGY-branded. EVERGY may publish and promote the locations of the Sites throughout the Term of the Agreement. Host's name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the other party. EVERGY has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. EVERGY has logo usage and publicity standards that can be shared by EVERGY with Host for their review only. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit such material in advance any such marketing effort, for review and approval by EVERGY, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by EVERGY.

7. Maintenance and Repair. EVERGY shall maintain the EVSE in good working condition, ordinary wear and tear excepted, during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary, wear and tear excepted, and will promptly notify EVERGY of any problems it is aware of that are related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

8. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through ___________ December 31 __, 2029 ("***Term***"); provided, however, EVERGY has the right to terminate this Agreement at any time by delivering written notice of such election to Host, in which case the Agreement shall terminate on the date that is 10 days after the Host's receipt of the termination notice. If EVERGY fails to perform any of its obligations or comply with any of the other terms and conditions of this Agreement and such failure continues for a period of 15 days after receipt of written notice from Host, Host may immediately terminate the Agreement by delivering written notice to EVERGY. Upon the expiration or termination of this Agreement, EVERGY will remove the EVSE at EVERGY's cost and expense, and restore the portions of the Site on which the EVSE was installed to a condition similar to the condition it was prior to installation of the EVSE, ordinary wear and tear excepted.

9. Liens. Host represents and warrants that (a) Host is the fee simple owner of the Site and has good and marketable title to the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor EVERGY to the EVSE in any manner. Each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.

10. Insurance. Each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain, and keep in force insurance with an insurance company authorized to transact business in the State of Kansas, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of EVERGY) and (b) the operation and use of the Site (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Further, unless third-party insurance coverage is required by applicable law, both parties shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

11. Waiver. Host and EVERGY each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Site, including but not limited to the EVSE, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

12. Indemnification.

EVERGY shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "***Liabilities***"), arising out of the negligent, willful or intentional acts or omissions of EVERGY, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement.

Host shall be liable for, and shall indemnify, defend and hold EVERGY harmless from any and all liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement.

Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto.

13. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 14 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

14. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

15. Contingency. If, after execution of this License, EVERGY is unable to use Host's property due to any action, or lack of action, by any federal, state, or local governing agency, this License Agreement may be canceled without obligation on part of either party.

16. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "***Casualty***"), Host shall have the right to terminate the Agreement by written notice to EVERGY in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and EVERGY may elect to remove the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, EVERGY shall have the right to terminate the Agreement by written notice to Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of EVERGY's termination notice and EVERGY may elect to remove the EVSE from the Site.

17. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

18. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

19. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Agreement render EVERGY and Host liable as partners, co-venturers or principals.

20. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

21. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

22. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to EVERGY:

Evergy, Inc.
Attn: Wendy Marine, Product Manager
1200 Main Street
Kansas City, MO 64105

If to Host:

____
____
____
____
____

23. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

EVERGY
Evergy Kansas Central, Inc.

By:____________________________________
Print Name:______________________________
Title:__________________________________

HOST:

____

By:______________________________
Print Name:________________________
Title:_____________________________

EXHIBIT A

Legal Description of Site

EXHIBIT B

Site Plan where EVSE(s) will be located within the Site

EMPORIA
City of Emporia

Memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: March 18, 2021
SUBJECT: Drinking Establishment Hours of Operation

The City currently allows licensed drinking establishments to serve alcohol between the hours of 9:00 a.m. and 2:00 a.m. This is more restrictive than state law which allows serving of alcohol between 6:00 a.m. and 2:00 a.m. A local business requested that the City consider a code amendment to mirror state restrictions and allow serving of alcohol at 6:00 a.m.. Attached is a red-line proposal to modify City Code modifying the hours of sale and clarifying requirements for hotel mini-bars in accordance with state statute.

Sec. 4-108. Business regulations.
(a) The city license issued hereunder shall allow the licensee to operate only at the premises specified in such license in accordance with the provisions of this article, the laws of the state, and the rules and regulations adopted by the director of alcoholic beverage control of the department of revenue.

(b) No drinking establishment or private club licensed hereunder shall allow the serving, mixing, or consumption of alcoholic liquor on its premises between the hours of 2:00 a.m. and ~~9:00 a.m.~~ 6:00 a.m. on any day.

(c) No caterer licensed hereunder shall allow the serving, mixing, or consumption of alcoholic liquor between the hours of 2:00 a.m. and 6:00 a.m. on any day at an event catered by such caterer.

(d) A hotel of which the entire premises are licensed as a drinking establishment or as a drinking establishment caterer may allow at any time the serving, mixing and consumption of alcoholic liquor and cereal malt beverage from a minibar in a guest room by guests registered to stay in such room, and guests of guests registered to stay in such room.

~~(d)~~ (e) No alcoholic beverages or cereal malt beverages shall be given, sold, or traded to any person under twenty-one (21) years of age.

EMPORIA
City of Emporia

Memo

TO: City Commission

FROM: City Manager's Office

CC: Department Heads

DATE: March 18, 2021

SUBJECT: Motor Grader

On the March 17th Commission Meeting the motor grader was scheduled for the action of set bid time and date. The City Commission had additional questions regarding the purchase of a new motor grater for the Street Department. They have requested to have the item brought to the March 24th Study Session for further discussion.