

CITY COMMISSION MEETING

June 9, 2021 at 10:00 AM

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

Agenda

Pre-Luncheon Items

- ▶ Discuss Foreclosure and Vacant Property Ordinance.
- ▶ Discuss Purchase of Replacement for 2011 Camel Combination Vector Truck for Underground Utilities.
- ▶ Wage Scale Discussion.
- ▶ Budget Discussion Items.
- ▶ Review Capital Improvement Plans for the Following City Departments: Fire, EMS, Code Services, Police, Administration, Civic Building, Library, Park, Golf and Zoo.

Post-Luncheon Items



**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 48 hours before the event at 620-343-4285 or jlynch@emporia-kansas.gov*

Memo

To: Emporia City Commissioners
From: Kory Krause/Chief Building Inspector/CBO
Date: 6/1/2021
Re: Foreclosure and Vacant Property Ordinance

Commissioners,

A copy of a proposed agreement and ordinance to amend the current Chapter 8, Article III “Abandoned and Vacant Buildings” by repealing this existing ordinance in its entirety and adopting a new ordinance for Chapter 8, Article III entitled “Registration of Foreclosing Mortgaged Property and Vacant Property”. This would be in partnership with the ProChamps organization which are partnered with over 250 other communities. Commission recognized that foreclosed/vacant properties promotes blight and declining property values and thus adopted an abandoned and vacant building ordinance to help prevent deterioration of vacant properties. ProChamps has offered to partner with Emporia to help with foreclosed and vacant structures through a new proposed ordinance.

Accepting ProChamps agreement and adopting a new ordinance, Prochamps will do the following:

- Will collect and review property evidence.
- Will send out registration letters to vacant structures in Emporia.
- Conduct compliance outreach.
- You will be able to view reports on property compliance.
- Tracks enforcement cases.
- No upfront costs.
- No additional employees.

Tim Cox, Kansas Middle Markets Manager will make a presentation and be available, through Zoom meeting, to answer questions on the partnership with ProChamps.

Attachments:

- Ordinance
- Agreement
- Pictures of a few of the estimated 500 vacant structures
- Information on how ProChamps works with a city

The effects of vacant properties

Decreased property value

A lack of maintenance and a proximity to similar properties in poor condition results in lower property value.

Loss of property tax revenue

Coupled with decreased property value, comes with a decreased tax assessment. This disappointing assessment leads to lowered tax collections.

Cost to homeowners

Decreased populations are often a result of vacant, foreclosed, and abandoned properties. Neighborhood blight can be the cause for residents leaving and ultimately a greater tax burden to remaining residents. An increase in property ownership costs, like greater taxes and insurance premiums, can lead to decrease in community residents.

Higher crime rate

Nicknamed the “broken window syndrome,” vacant properties attract unwanted mischief and crime. Empty homes become a magnet for squatters. Vacant properties also attract graffiti artists and litterbugs.

Costs to municipal services

These maintenance and crime issues are not just a problem for residents, but also for law enforcement and code enforcement officials. Vacant properties, whether one or a dozen, require additional police and fire department resources. Code enforcement staff must monitor and manage these properties, causing a strain on budgets. The cost of vacant properties to a local government can be strenuous.

A proactive solution

In an effort to stop blight from impacting communities, municipalities began to enact property registration ordinances (PROs). These ordinances require those responsible to register a property and pay the accompanying fees. These requirements put in place a way for communities to communicate with responsible parties for any needs regarding a vacant, foreclosed, or rental property.

The PROCHAMPS registry tool keeps an organized record of communities, registered properties, and responsible properties. Communities are able to easily and efficiently reach out to the bank, lender, or mortgagee responsible for any specific registered properties that have been left vacant.

How PROCHAMPS Works

1

Community enacts a best practice ordinance to engage the PROCHAMPS solution.

2

PROCHAMPS staff researches/identifies/tracks properties, contacts responsible parties.

3

Community receives their share of the registration fees and information on responsible parties through a user-friendly and multi-functional web based application.

4

Code Officials and Law Enforcement can utilize our cutting-edge, web-based interactive data platform to communicate directly with responsible parties and our team will follow-up on your behalf.

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020-_____ **CITY OF EMPORIA, KANSAS**

ORDINANCE 2020-

AN ORDINANCE, AMENDING CHAPTER 8, ARTICLE III, ENTITLED “ABANDONED AND VACANT BUILDINGS” BY REPEALING, IN ITS ENTIRETY AND REPLACING, IN ITS ENTIRETY, WITH CHAPTER 8, ARTICLE III TO BE ENTITLED “REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY”; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

(RECITALS)

WHEREAS, the City Commission desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Emporia and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the Commission recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Commission recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

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WHEREAS, the Commission has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

(RESOLUTION)

NOW THEREFORE, BE IT RESOLVED BY THE CITY:

The Commission finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

- (a) That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.
- (b) That the Commission does hereby amend the City Codified Ordinances by repealing, in its entirety, Chapter 8, Article III entitled “Abandoned and Vacant Buildings” and replacing it, in its entirety, with Chapter 8, Article III entitled “Registration of Foreclosing Mortgaged Property and Vacant Property” to read as follows.

BUILDINGS AND BUILDING REGULATIONS. CHAPTER 8. ARTICLE III
REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY

Sec. 8-16. PURPOSE AND INTENT.

It is the purpose and intent of the Commission to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Commission’s further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 8-17. DEFINITIONS

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The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as the assignee or owner.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

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Registrable Property shall mean:

- (a) Any Real Property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a “foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed; or
- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a web-based electronic database of searchable Real Property records, used by the City to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

Sec. 8-18. APPLICABILITY AND JURISDICTION

This Chapter applies to Foreclosing, Foreclosed, and Vacant property within the City.

Sec. 8-19. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of Section ## the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

Sec. 8-20. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action when legally possible. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of two hundred dollars (\$200.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of two hundred dollars (\$200.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the non-refundable two hundred dollars (\$200.00) Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal

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date and shall pay the non-refundable two hundred dollars (\$200.00) Semi-Annual Registration Fee.

- (g) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.
- (i) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (j) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (k) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (m) If any property is in violation of this Chapter the City may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (n) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State

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Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

Sec. 8-21 INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

- (a) Any Owner of Vacant property located within the City shall within ten (10) days after the property becomes Vacant, register the Real Property with the City Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of two hundred dollars (\$200.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of two hundred dollars (\$200.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.
- (d) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the non-refundable two hundred dollars (\$200.00) Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the two hundred dollars (\$200.00).
- (e) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with

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the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

- (g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (i) If any property is in violation of this Chapter the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (j) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Sec. 8-22. MAINTENANCE REQUIREMENTS

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of

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a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by the Chief Building Inspector, property maintenance inspector, or city court, the City may take the necessary action to ensure compliance with this section.

- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City.

Sec. 8-23. SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the City.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured

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to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 8-24. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 8-25. PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

Sec. 8-26. ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before chief building inspector or city court as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Chief Building Inspector or city court shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Chief Building Inspector or city court may direct the

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City to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

- (d) If the Mortgagee or Owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement directed by the Chief Building Inspector, code enforcement officer or city court, within thirty (30) days of the City sending the Mortgagee or Owner the invoice then the City may lien the property with such cost, along with an administrative fee as determined in the City's fee ordinance to recover the administrative personnel services. In addition to filing a lien the City may pursue financial penalties against the Mortgagee or Owner.
- (e) The City may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contract with for that purpose.

Sec. 8-27. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. 8-28. IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. 8-29. PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

Sec. 8-30. AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Commission.

Sec. 8-31. SEVERABILITY

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a

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court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Sec. 8-32. REPEALER

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

Sec. 8-33. CODIFICATION

It is the intention of the Commission, that the provisions of this Ordinance shall become and be made a part of the City Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

Sec. 8-34. EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

**AGREEMENT BETWEEN
CITY OF EMPORIA, KANSAS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the city of Emporia, a Kansas municipal corporation, with an address at 104 East 5th Avenue, Emporia, KS 66801 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the **COMMUNITY**; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the **COMMUNITY** adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the **COMMUNITY** desires to enter into this Agreement with **PRC** in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the **COMMUNITY** can properly address violations of the **COMMUNITY**’s property maintenance codes; and

WHEREAS, **PRC** will also provide an electronic registration process that is cost-free and revenue neutral for the **COMMUNITY**; and

WHEREAS, **PRC** shall also provide **COMMUNITY** with administrative Payment Assistance Services (“**PAS**”) if requested by the **COMMUNITY** to facilitate payment of late fees, charges, fines and penalties as defined under the **COMMUNITY**’s Ordinance from Registrants or other responsible parties to help the **COMMUNITY** fulfill the purpose and goals of the **COMMUNITY**’s Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. **PRC** will cite the **COMMUNITY**’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. **PRC** will electronically provide for registration of Properties in violation of Ordinance.

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- b. PRC will pay for the expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. In any case where the responsible party is unable or refuses to provide an email and/or cellular phone that can be used for verification of information or confirmation of registration PRC is entitled to deduct an additional \$25.00 confirmation fee to cover PRC's expenses associated with obtaining the information through other means. COMMUNITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the COMMUNITY for each Registrant even if the COMMUNITY or any third-party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c). PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the COMMUNITY under the Ordinance and undertake to provide qualified attorney representation as may be required under the Ordinance or the relevant regulatory authority in each COMMUNITY that has entered into this Agreement

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with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Only in the event that judicial proceedings shall be necessary after the conclusion of all PAS may a qualified attorney be engaged by PRC or the administrative group engaged by PRC for the sole purpose of that judicial matter. The COMMUNITY delegates to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of COMMUNITY for the payment of registration fees, charges, fines and penalties due to the Community under the Ordinance for registration obligations that have ended with a balance due.

- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

3. TERM and TERMINATION. This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.

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- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. Key Policy Requirements
 - b. COMMUNITY Ordinance No. _____,
entitled " _____",
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

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9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Emporia
104 East 5th Avenue
Emporia, KS 66801
Telephone No. (620) 343-4243
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

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12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

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Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF EMPORIA, KANSAS

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

Date: _____

David Mulberry, President/CIO

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

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Exhibit "A"

Key Policy Requirements

Foreclosure:

Ordinance No. (repealed and replaced Chapter 8, Article III)

Registration Fee	\$200
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective/Start Date for Registrations	

Vacant Private Owner:

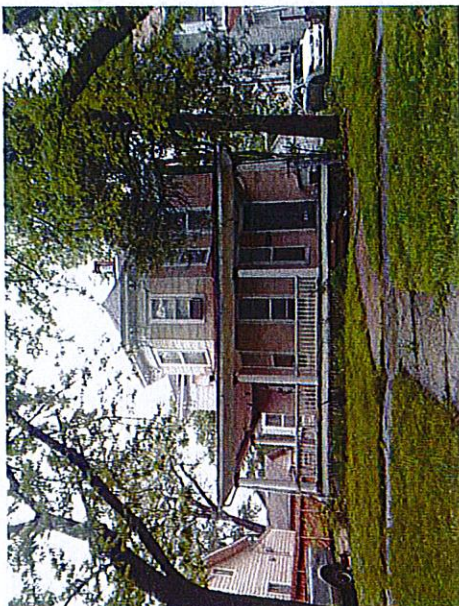
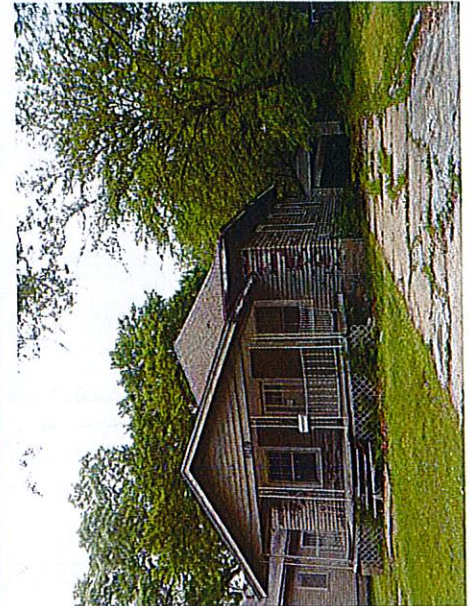
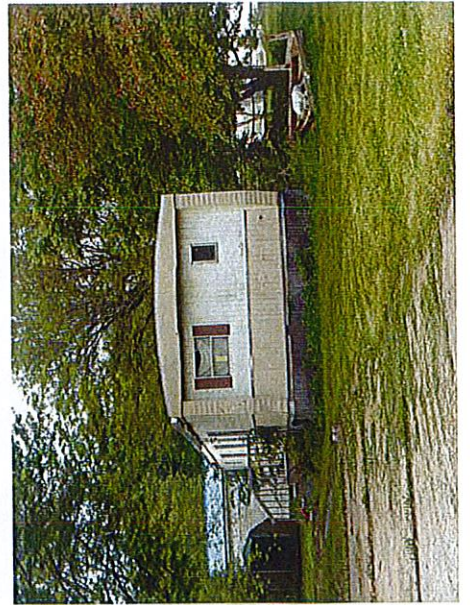
Ordinance No. (repealed and replaced Chapter 8, Article III)

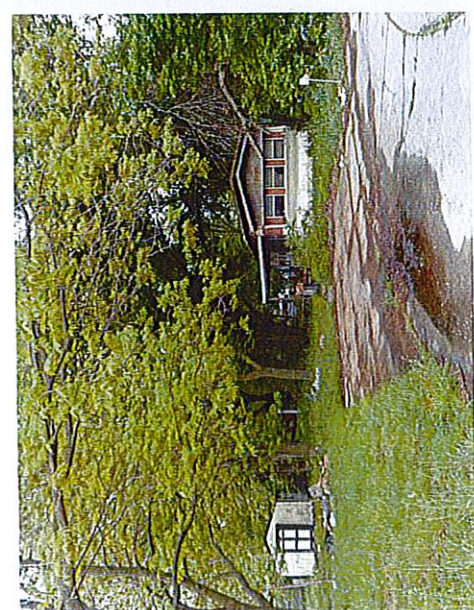
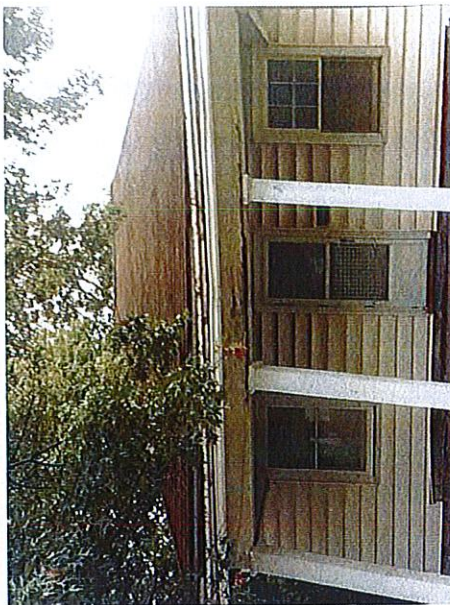
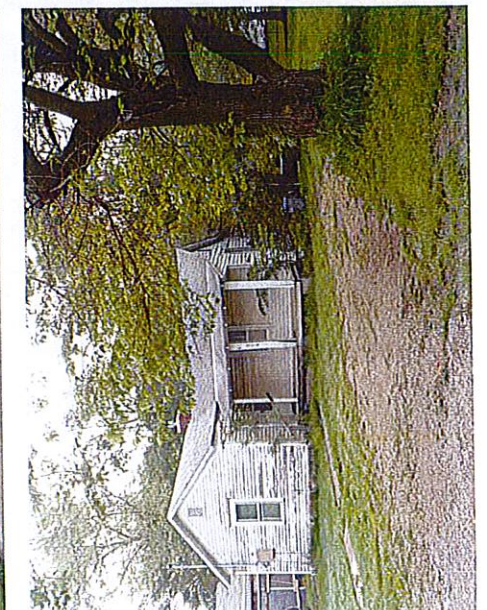
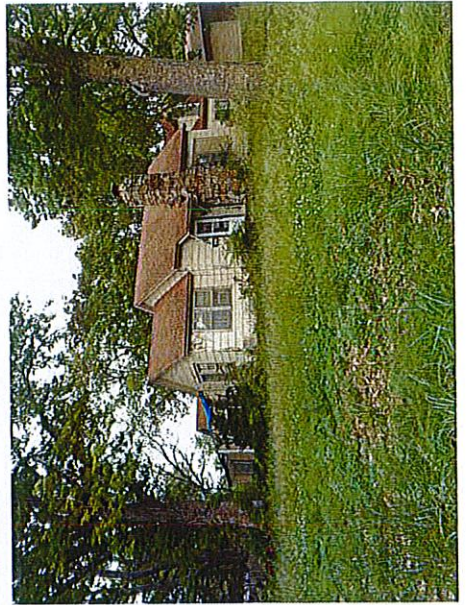
Registration Fee	\$200
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/30 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

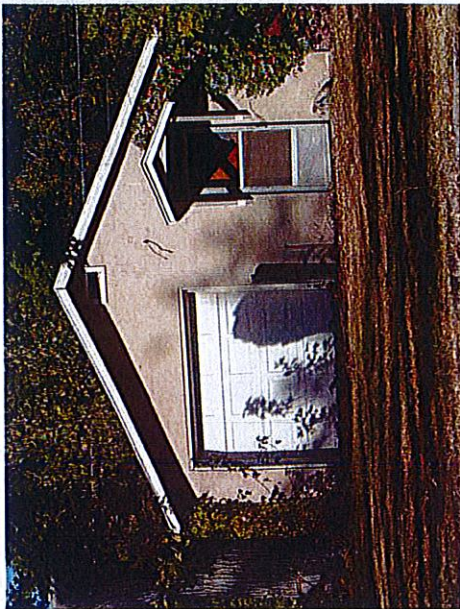
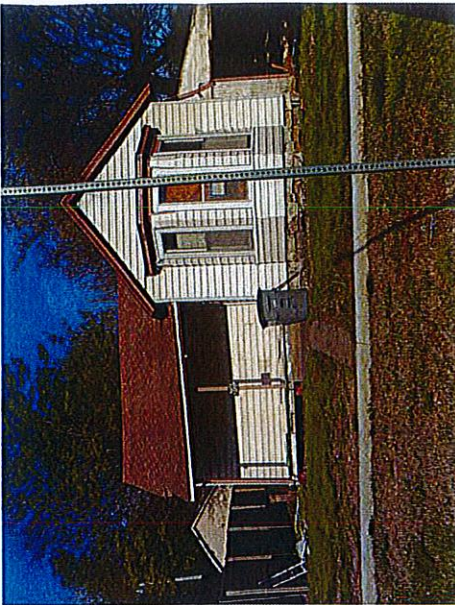
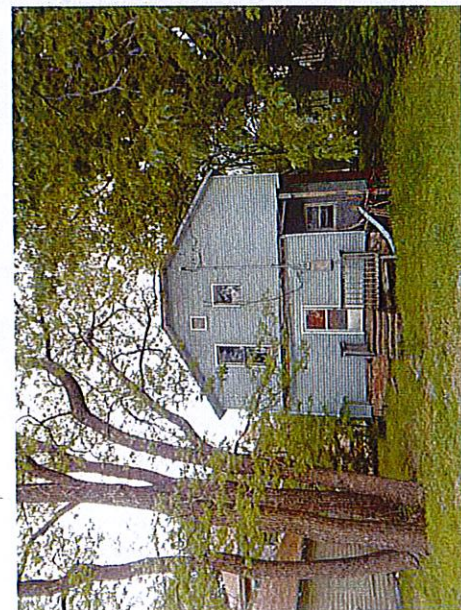
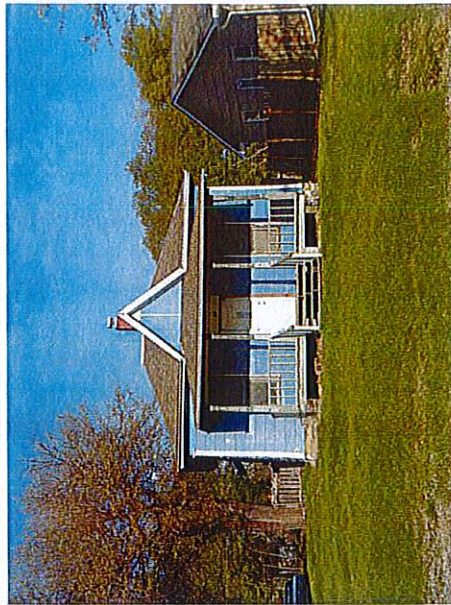
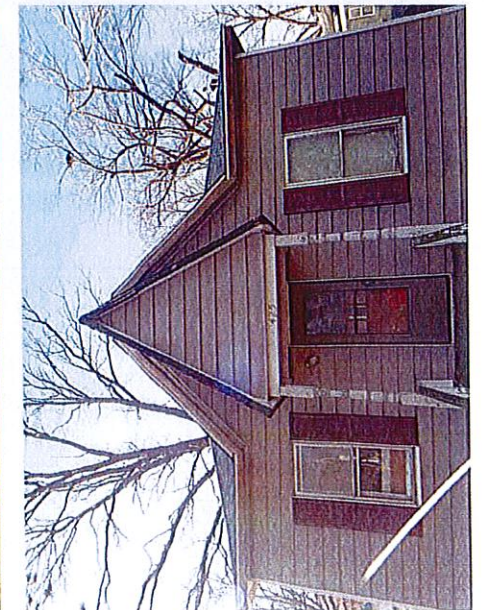
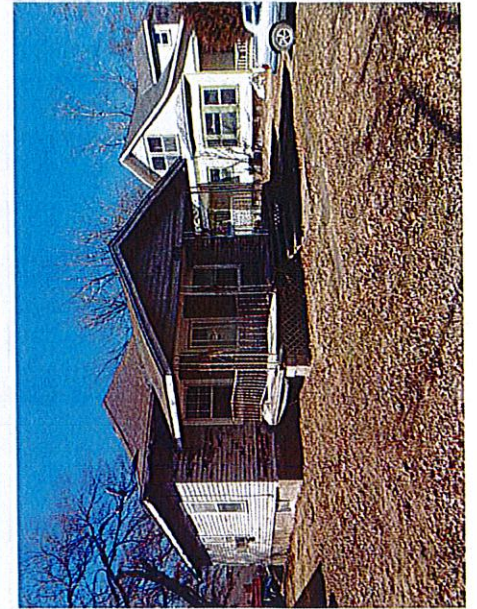
ⁱⁱ LP – Lis Pendens

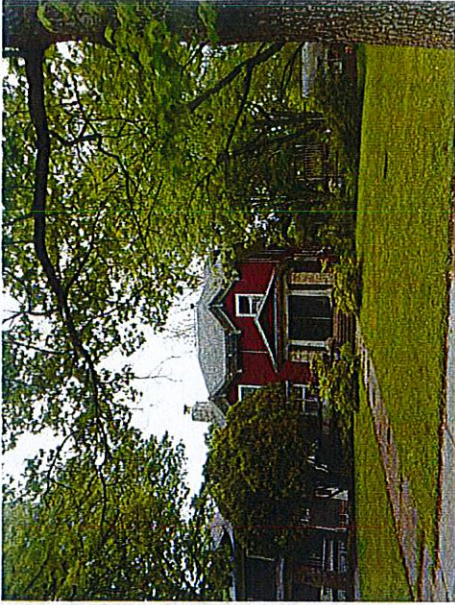
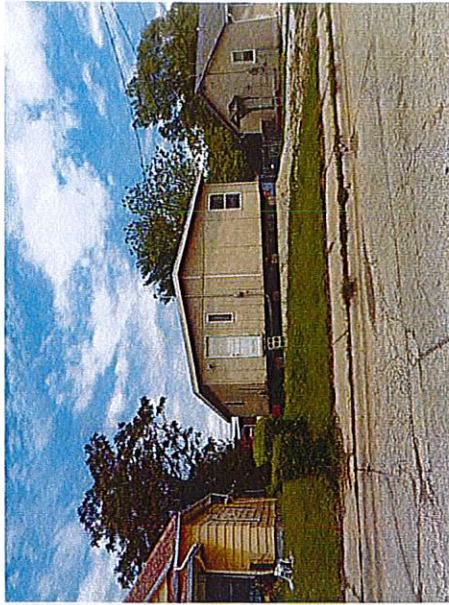
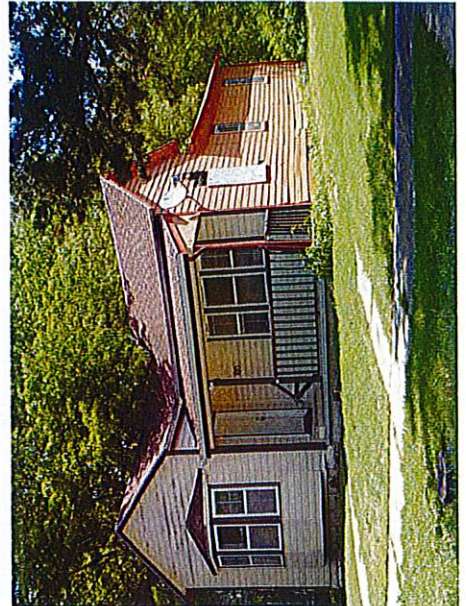
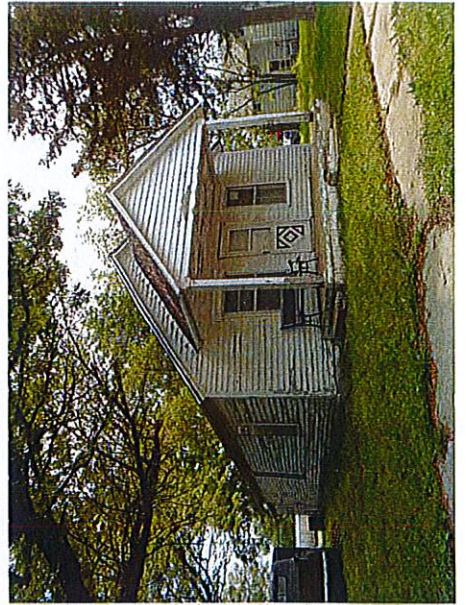
ⁱⁱⁱ REO – Real Estate Owned





1951502035015000 04/24/2015





Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works

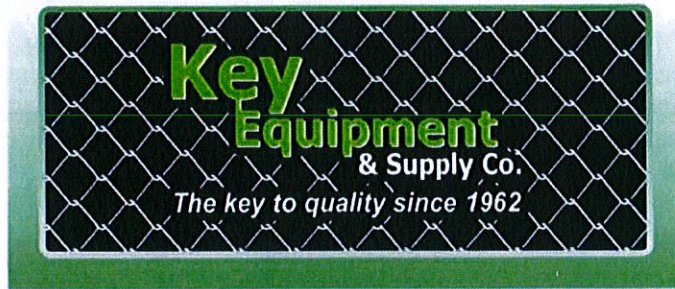
CC: Department Heads

DATE: June 3, 2021

SUBJECT: Replacement of the 2011 Camel Combination Truck

Underground Utilities would like to replace the 2011 Camel combination truck (jetter and vacuum combination truck). This truck is used to clean and maintain, both, the sanitary and storm sewer systems, as well as to clear back-ups in the sanitary and storm sewer systems in emergencies. The truck is also used to clean process lines at the water treatment plant, and it is used to excavate for various issues and departments. The current truck is in the service shop frequently and has become unreliable.

In 2020 the truck was set to be replaced by leasing a new combination truck, however, the lease was held off due to the uncertainty of Covid. We reviewed the annual costs of a lease verse the annual cost of purchasing the truck, and it was determined that we would save approximately \$18,000.00 per year, over 5 years, by purchasing. Underground Utilities would like to purchase a Vactor 2100i combination truck from Key Equipment through a cooperative purchase contract. The total cost of the purchase is \$427,003.24 and would be split between the water and wastewater funds.



Presents a Proposal Summary

of the



2100i Dual Stage Fan

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for



Steve Williams
Tel: 913-915-8709

Quote Number: 2020-34841

1 of 7



Sourcewell Contract #: 122017-FSC
Sourcewell Member #: 137227

Order Qty	Part Number	Description
1	2115-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo
1	2018P	Additional Water, 1500 Gal Total (10 yrd)
1	3002PSTD	Vacuum, Single Engine Fan
1	5002PA	80 GPM/2500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PASTD	Handgun Assembly
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract

1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm
1	7006PSTD	Tachometer & Hourmeter for Centrifugal Compressor
1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	S390BSTD	7" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position
1	1009PD	Rear Door Screen
1	1008PG	6" Rear Door Port, Removed, 3:00 Position
1	1014P	Centrifugal Separators (Cyclones)
1	1015PG	Folding Pipe Rack, Curbside, 7" Pipe
1	1015PBA	Folding Pipe Rack, Rear Door, 7" Pipe
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	2006P	Air Purge
1	3020P	Digital Water Level Indicator
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	5023P	Fan Flushout System
1	6002PG	700' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
1	6014P	High Pressured Hose Reel
1	6019P	Rodder Pump Drain Valves
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
1	8020PE	Lighting Package, 6 Federal Signal Strobe Lights
1	8027P	LED Mid-Ship Turn Signals
1	8028P	Worklights (2), LED, 10 x 15 RDB
1	8029P	Worklights (2), LED, Rear Door
1	8029PA	Worklight, LED, Operators Station
1	8029PB	Worklight, LED, Hose Reel Manhole
1	9021PA	Camera System, Front and Rear
1	9023PA	Safety Cone Storage Rack - Post Style
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers



1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d
1	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
1	9075PB	Toolbox, Driver Side Subframe, 48w x 20h x 12d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	Chassis- Mod	Chassis Modifications Charges
1	PSKT370A-CH	Vactor Supplied Chassis, Tandem Axle, 2020 Kenworth T440 6x4, 370 HP, Auto, 66,000 GVWR, GHG
1	VDS-153	Freight Charges

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

2021 Vactor 2100i:	\$344,542.00
Sourcewell Discount:	<\$10,277.76>
Less 2012 Camel Trade-In:	<\$30,000.00>
Total Vactor 2100i Single Fan Dual Stage Body Price:	\$304,264.24

2021 Kenworth T440 Chassis:	\$106,660.00
2022 Kenworth T440 Chassis:	\$106,660.00
2020 Freightliner M2 Chassis:	\$105,634.00
2021 Freightliner M2 Chassis:	\$106,400.00
2020 Peterbilt Chassis:	\$103,150.00
2021 Peterbilt Chassis:	\$103,650.00

Prices good 45 days from 2/8/2021

Warranty Options:

2 Year Factory Parts and Labor:	\$3,073.00
3 Year Factory Parts and Labor:	\$6,678.00
4 Year Factory Parts and Labor:	\$10,284.00
5 Year Factory Parts and Labor:	\$13,889.00

PROPOSAL DATE: 2-8-2021

QUOTE NUMBER: 2020-34841

Price List Date: 7/1/2019

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jetters</u>	10 years against water tank leakage due to corrosion. nonMetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - VactorRodder Pump on all unit serial numbers starting with 13##V####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364



TO: City Commissioners

FROM: Janet Harrouff 

DATE: June 4, 2021

RE: Budget discussion items

Before we get too deep into the budget process, there are some items to discuss that will be helpful in putting the budget together.

- 1) SB 13/HB 2104 – Revenue Neutral Rate – The legislation has removed the tax lid and implemented a Revenue Neutral Rate (RNR). This means that if the valuation increases the additional dollars can not be utilized unless a RNR budget hearing is held. When a taxing entity decides to maintain the same revenue dollars as the previous year or chooses to go over those dollars a notification will be sent to each taxpayer indicating the potential increase in taxes.
- 2) American Rescue Plan – The City will be receiving money thru the state from the Federal Government. How this money can be spent will be discussed.
- 3) Storm Water funding – The EPA and KDHE are beginning to enforce the Clean Water Act requirements.
- 4) Equipment reserve funding – The equipment needs in all funds is not decreasing. Staff is looking at ways to set aside dollars on an annual basis to help even out the effect from year to year.
- 5) Equipment bonding option.
- 6) Utility fund rate increases.

2022 Budget

Calendar for Budget Preparation

April 15, 2021	Department Heads turn in CIP requests.
May 7, 2021	Department Heads turn in expense line-item budgets.
June 9, 2021	Discuss with Commission- mil levy, rate increases, storm water, American Rescue Plan, Equipment bonding, Equipment reserves.
June 9, 2021	Fire, EMS, Codes & Police CIP
June 9, 2021	Admin, Civic, Library CIP
June 9, 2021	Park, Golf, Zoo CIP
June 23, 2021	Engineering CIP
June 23, 2021	Street, Airport, Shop, PWC CIP
June 23, 2021	Water, Sewer & Solid Waste CIP
June 30, 2021	Review funds with tax levy & 5-year plan at study session
July 14, 2021	Review non levied funds & 5-year plan at study session
July 20, 2021	Notify County Clerk of RNR intent and hearing date
July 20, 2021	Planning commission to review proposed CIP list
July 28, 2021	Discussion of all funds
July 28, 2021	CVB present outside agencies allocations
July 28, 2021	Appropriation groups present at Study session.
July 31, 2021	Publish Budget Hearing in Gazette and on City website
July 31, 2021	Publish RNR budget hearing in Gazette and on City Website
August 4, 2021	Set public hearing for 2022 Budget for September 1, 2021
August 11, 2021	Continued budget discussion
August 25, 2021	Final discussion of 2022 Budget & 5-year plan
September 1, 2021	Hold RNR hearing -- Vote is REQUIRED on Resolution
September 1, 2021	Hold Budget hearing
September 1, 2021	Adopt 2022 budget and 5-year plan.

New schedule for Revenue Neutral Rate (RNR) Senate Bill 13

June 15th – County Clerk will provide ESTIMATED valuation and our RNR.

By July 20th – The County Clerk must be notified of intent to levy at or above RNR.

If the budget has the RNR BELOW current year nothing is required. Old time line applies.

If the budget has a FLAT RNR it is highly encouraged to conduct a RNR hearing. If a hearing is NOT held and the final valuation is higher than the estimated the increase CANNOT be captured.

If the budget has a higher RNR a RNR hearing must be held with a vote on the Resolution.

10 days BEFORE RNR public hearing – Published in paper AND posted on city's Website.

A "regular" public hearing also needs to be published separately.

August 20th – September 20th RNR hearing must be held. The Resolution must be voted on.

A "regular" public hearing also needs to be held.

August 20th – October 1st – Formally adopts budget.

August 30th – October 1st – Certifies budget to County Clerk.

The Basics of SB 13/HB 2104: Legislation Requiring a Hearing to Exceed the Revenue Neutral Rate

What are SB 13 and HB 2104?

During the 2021 legislative session, the tax lid was removed and the legislature enacted SB 13 and HB 2104. This legislation establishes new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate. These requirements take effect this year (2021), for a city's 2022 budget.

What is a Revenue Neutral Rate (RNR)?

The tax rate in mills that would generate the same property tax revenue in dollars as levied the previous tax year using the current tax year's total assessed valuation.

How is the Revenue Neutral Rate Calculated?

To calculate the revenue neutral rate, the County Clerk shall divide the property tax revenue for such taxing subdivision levied for the previous tax year by the total of all taxable assessed valuation in such taxing subdivision for the current tax year, and then multiply the quotient by 1,000 to express the rate in mills. (SB 13 Sec. 1(e)(2))

What is a Tax Rate Hearing?

A Tax Rate Hearing is a hearing to exceed the Revenue Neutral Rate (RNR).

$$\text{RNR} = \frac{\text{Last year's total property tax raised in dollars}}{\text{This year's assessed valuation as of June 15}} \times 1,000$$

Year-to-Year RNR Sample Calculation

2021 Budget	2022 Budget
• City Levied \$900,000 in property tax	• In 2021 budget, City levied \$900,000
• Assessed Valuation of property = \$29,000,000	• Assessed Valuation changes to \$31,000,000
• Value of one mill = \$29,000	• Value of one Mill = \$31,000
• Mill Rate = $\left(\frac{\$900,000}{\$29,000,000} \right) \times 1,000$	• Revenue Neutral Rate = $\left(\frac{\$900,000}{\$31,000,000} \right) \times 1,000$
31.034 mills	29.032 Mills

What is the Process to Exceed the RNR (setting a mill levy higher than the RNR)?

1. Notify the County Clerk by July 20 with intent to exceed the revenue neutral rate.
2. Place a notice on the city website and in a newspaper of general circulation in the county by September 10 (and 10 days prior to the hearing).
3. By September 20, conduct a tax rate and budget hearing giving taxpayers an opportunity to comment on the budget.
4. Adopt a resolution or ordinance to exceed the revenue neutral rate.
5. Adopt the proposed budget.
6. By October 1, certify to the County Clerk the amount of ad valorem tax to be levied by the City.

HELPFUL TIPS!

1. The tax lid was about actual dollars. The revenue neutral rate is about the MILL LEVY not total dollars!
2. If the City does not hold a hearing to exceed the revenue neutral rate, the City will need to work with the County Clerk to ensure that, when final assessed values are calculated, the City's mill levy does not exceed the revenue neutral rate. If it does, the city will need to amend the budget or refund any property taxes levied in excess of the revenue neutral rate.

Applying SB 13/HB 2104 to the Budget Process



STEP 1

Receive Revenue Neutral Rate from the County Clerk by June 15.

STEP 2

Determine the budget needs for City's upcoming budget year and determine the amount of property tax will be required to fund the budget.

STEP 3

Determine if the amount needed will require a tax levy exceeding the Revenue Neutral Rate.

If YES, follow these steps:

1. Notify the County Clerk by July 20 with the City's intent to exceed the revenue neutral rate.
2. Beginning in 2021 (for 2022 budget year), publish a notice on the city website and a newspaper of general circulation in the county. Notice must be given 10 days before the hearing. The notice must provide details for both a tax rate hearing and budget hearing.
3. By September 20, conduct a tax rate AND budget hearing. A tax rate hearing is defined as a hearing to exceed the RNR. Adopt a resolution or ordinance to exceed the RNR.
4. Adopt the proposed budget or any lesser amount. A budget cannot exceed the amount proposed.
5. On or before October 1, certify to the County Clerk the amount to be levied.

If NO, follow these steps:

1. On or before August 5, publish the proposed budget and hearing notice (must include the RNR).
2. On or before August 15, hold a public hearing on the budget.
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Beginning in 2022, the County Clerk will mail Revenue Neutral Rate notifications to all taxpayers.



Find this infographic, and other League infographics visit our website, www.lkm.org/infographics.

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2022 Budget

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Find this infographic, and other League infographics visit our website, www.lkm.org/infographics.



TO: City Commission
FROM: Janet Harrouff 
DATE: June 4, 2021
SUBJECT: Capital Improvement Plan

The CIP requests for 10 departments will be discussed at the study session on June 9th. The department head or supervisors will be available at the meeting.

The items requested for each department are provided with the funding source noted. The departments presenting are:

Fire
EMS
Code Services
Police
Administration
Civic Building
Library
Park
Golf Course
Zoo

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Fire	2021	SCBA Pressurized Cylinder	\$20,000		General Fund
Fire	2022	Battery powered hydraulic extrication tools	\$30,000		General Fund
Fire	2022	Monitor/Defibrillator	\$43,000		General Fund
Fire	2022	Breathing Air Compressor - Station 2	\$40,500		General Fund
Fire	2022	Forcible Entry Trng Prop	\$10,100		General Fund
Fire	2022	Water Rescue & Technical rescue Equipment	\$34,000		General Fund
Fire	2023	Explorer Interceptor (2003)	\$50,000		General Fund
Fire	2021	30 SCBA Replacement units, cylinders & face masks	\$265,000	4	General Fund
Fire	2023	Addition to Fire Station #2 & remodel fire station #1	\$5,000,000	10	Mil Levy
Fire	2023	Engine 3 (1994)	\$600,000	10	Mil Levy
Fire	2025	Quint 1 (2001) Replacement	\$1,950,000	10	Mil Levy
Fire- Station 2	2021	Overhead door replacement	\$12,000		Multi-Year
Fire- Station 2	2021	Replace HVAC in admin and dorms & Jace Controller	\$68,000		Multi-Year
Fire- Station 2	2022	Kitchen Remodel	\$28,000		Multi-Year
Fire- Station 2	2022	Overhead door replacement	\$12,000		Multi-Year
Fire- Station 2	2023	Overhead door replacement	\$12,000		Multi-Year

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
EMS	2021	Monitor/Defibrillator	\$42,500		General Fund
EMS	2021	EMS Pick up (2000)	\$30,000		General Fund
EMS	2022	EMS Pickup (2006)	\$30,000		General Fund
EMS	2022	Replace Power Cots	\$46,000		General Fund
EMS	2023	Mechanical CPR Devices	\$36,000		General Fund
EMS	2023	Replace Power Cots	\$25,000		General Fund
EMS	2023	Monitor/Defibrillator	\$43,500		General Fund
EMS	2024	Monitor/Defibrillator	\$44,000		General Fund
EMS	2024	Power Load Cot System	\$54,000		General Fund
EMS	2024	Expedition (2014)	\$60,000		General Fund
EMS	2025	Monitor/Defibrillator	\$44,500		General Fund
EMS	2025	Mechanical CPR Device	\$26,000		General Fund
EMS	2025	Replace Power Cots	\$54,000		General Fund
EMS	2026	Monitor/Defibrillator	\$45,000		General Fund
EMS	2026	Power Load Cot System	\$58,000		General Fund
EMS	2023	Ambulance Purchase (2014) No space available	\$290,000	5	Mill levy
EMS	2025	Ambulance 5 (2017)	\$320,000	5	Mill levy

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Code Services	2022	Pickup or car (2000)	\$35,000		General Fund
Code Services	2023	Pickup or car (2001)	\$37,500		General Fund

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Police	2021	2 Mobile data terminals & 2 Video Cameras	\$23,500		General Fund
Police	2021	8 Tasers	\$14,000		General Fund
Police	2021	10 Body Cameras	\$21,000		General Fund
Police	2021	Video Server	\$12,000		General Fund
Police	2021	2 Supervisor Patrol Vehicles (Full Size Pickups)	\$114,600		General Fund
Police	2022	2 Patrol vehicles	\$120,000		General Fund
Police	2022	2 mobile data terminals & 2 video cameras	\$25,000		General Fund
Police	2022	8 Tasers	\$14,000		General Fund
Police	2022	Firewall (Our share)	\$16,800		General Fund
Police	2022	10 Body Cameras	\$25,000		General Fund
Police	2023	License Plate Reader (LPR)	\$25,000		General Fund
Police	2023	3 Patrol Vehicles	\$177,000		General Fund
Police	2023	3 Mobile data terminals & 3 Video Cameras	\$38,000		General Fund
Police	2023	10 Body Cameras	\$26,000		General Fund
Police	2023	8 Tasers	\$14,000		General Fund
Police	2024	3 Patrol Vehicles	\$182,300		General Fund
Police	2024	3 Mobile data terminals & 3 Video Cameras	\$39,500		General Fund
Police	2024	10 Body Cameras	\$27,000		General Fund
Police	2024	8 Tasers (Switch to Taser 7 from X2)	\$18,000		General Fund
Police	2025	3 Patrol vehicles	\$187,800		General Fund
Police	2025	3 Mobile Data Terminals and 3 Video Cameras	\$40,700		General Fund
Police	2025	8 Tasers (Taser 7 Model)	\$19,500		General Fund
Police	2025	10 Body Worn Cameras	\$27,000		General Fund
Police	2025	Spillman Server	\$25,000		General Fund
Police	2026	3 Patrol Vehicles	\$193,400		General Fund
Police	2026	3 Mobile Data Terminals & 3 video cameras	\$41,900		General Fund
Police	2026	8 Taser (Taser 7 Model)	\$22,000		General Fund
Police	2026	10 Body Worn Cameras	\$27,500		General Fund
Police	2026	Video Server	\$14,000		General Fund
Police	2023	Firing Range House Split with county (\$60,000 total)	\$30,000		Multi-Year
Police	2024	Outdoor warning siren - location tbd	\$44,000		Multi-Year

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
City Wide	2021	Communication Equipment	\$30,000		General Fund
City Wide	2022	Communication Equipment	\$30,000		General Fund
City Wide	2023	Communication Equipment	\$30,000		General Fund
City Wide	2024	Communication Equipment	\$30,000		General Fund
City Wide	2025	Communication Equipment	\$30,000		General Fund
City Wide	2026	Communication Equipment	\$30,000		General Fund
Administration	2021	Private/Public partnership	\$400,000		Multi-Year
Administration	2022	Private/Public partnership	\$200,000		Multi-Year
Administration	2023	Private/Public partnership	\$200,000		Multi-Year
Administration	2024	Private/Public partnership	\$200,000		Multi-Year
Administration	2025	Private/Public partnership	\$200,000		Multi-Year
Administration	2026	Private/Public partnership	\$200,000		Multi-Year

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Civic Building	2022	Stage Lighting	\$20,000		CVB allocation
Civic Building	2022	Arena event floor covering	\$22,000		CVB allocation
Civic Building	2023	Patch and Paint walls and Ceilings in Main Arena	\$50,000		CVB allocation
Civic Building	2024	Basketball back stops	\$22,000		CVB allocation
Civic Building	2024	ADA assistive listening system	\$23,000		CVB allocation
Civic Building	2024	Arena Video Board	\$175,000		CVB allocation
Civic Building	2025	Civic Auditorium Arena Score Board	\$200,000		CVB allocation
Park Civic	2021	Replace two stand on mowers	\$20,000		General Fund
Park -Civic	2021	Replace Mowing Truck with Used	\$20,000		General Fund
Civic Building	2021	Replace arena bleachers (1992)	\$20,000		General Fund
Civic Building	2021	ADA Improvements	\$175,000	4	Mil Levy
Civic Building	2021	618 Mechanic Roof	\$200,000		Multi-Year
Civic Building	2021	Roof Caps	\$60,000		Multi-Year
Civic Building	2021	Replace Steam lines & update HVAC updates	\$35,000		Multi-Year
Civic Building	2021	Civic Fire Alarm Card Update 1st half	\$50,000		Multi-Year
Civic Building	2021	Remodel Water Department	\$60,000		Multi-Year
Civic Building	2021	Acoustical absorption material for main arena	\$261,243		Multi-Year
Civic Building	2021	Carniage Library Study	\$88,750		Multi-Year
Civic Building	2022	ADA Improvements Police Foyer(use 2021 ADA money)	\$26,000		Multi-Year
Civic Building	2022	Elevator Controls	\$100,000		Multi-Year
Civic Building	2022	Replace Windows in Auditorium	\$175,000		Multi-Year
Civic Building	2022	Walk-in Cooler in Room 222	\$26,000		Multi-Year
Civic Building	2022	Replace irrigation system	\$25,000		Multi-Year
Civic Building	2022	Potable Hot Water Lines throughout the civic auditorium	\$30,000		Multi-Year
Civic Building	2022	Replace Steam lines & update HVAC updates	\$60,000		Multi-Year
Civic Building	2022	Civic Fire Alarm Card Update 2nd half	\$25,000		Multi-Year
Civic Building	2023	Replace steam lines/HVAC improvements	\$60,000		Multi-Year
Civic Building	2023	2nd floor restroom ceiling repairs	\$25,000		Multi-Year
Civic Building	2023	Remodel East Foyer & Vestibule door ways	\$30,000		Multi-Year
Civic Building	2023	Sewer Lift station - Police department - basement Sewer	\$50,000		Multi-Year
Civic Building	2023	ADA Improvements	\$110,000		Multi-Year
Civic Building	2024	ADA Improvements	\$100,000		Multi-Year
Civic Building	2025	ADA Improvements	\$100,000		Multi-Year
Civic Building	2025	Civic Convert from Steam to Hot Water Heat System	\$475,000		Multi-Year
Civic Building	2026	Update Civic Chiller System	\$475,000		Multi-Year
Civic Building	2026	ADA Improvements	\$100,000		Multi-Year

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Library	2021	Replace Library Roof & Atrium window	\$220,050		Multi-Year
Library	2022	ADA Improvements - library doors & ADA openers	\$120,000		Multi-Year
Library	2022	Replace irrigation system	\$10,000		Multi-Year
Library	2022	HVAC updates	\$15,000		Multi-Year
Library	2023	Electrical update - install panel and light switches	\$60,000		Multi-Year
Library	2023	HVAC updates	\$15,000		Multi-Year
Library	2024	HVAC updates	\$15,000		Multi-Year

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Park	2024	Drag box tractor & box Replace #623-1	\$40,000		General Fund
Park	2025	48 inch zero turn mower	\$15,000		General Fund
Park	2026	1 ton dump bed pickup (2005)	\$65,000		General Fund
Park	2027	Toro Workman HDX 2wd, gas	\$30,000		General Fund
Park	2027	3/4 ton dump bed pickup	\$62,000		General Fund
Park	2028	11 foot rotary mower	\$70,000		General Fund
Park	2021	1 ton dump bed pickup (1994)	\$55,000	4	Mill Levy
Park	2021	72" zero turn (2000)	\$20,000	4	Mill Levy
Park	2021	11 Foot Rotary Mower (2012) #617	\$70,000	4	Mill Levy
Park	2025	Park & Zoo Maintenance Facility	\$400,000	10	Mill Levy
Park	2021	JAC Slides - renovate or repair	\$35,000		Multi-Year
Park	2021	Hammond Park - repaint tennis courts	\$13,000		Multi-Year
Park	2022	JAC replace sand in filters	\$20,000		Multi-Year
Park	2024	Propagation Greenhouse 24x48x8	\$150,000		Multi-Year
Park	2024	Restroom in Fremont Park	\$75,000		Multi-Year
Park	2024	Santa Fe Park bathroom renovations	\$70,000		Multi-Year
Park	2028	JAC Slides - remove or repair	\$55,000		Multi-Year
Park	2028	Hammond Park - repaint tennis courts	\$16,000		Multi-Year
Park	2022	Tree Repopulation Project/All Park 25 trees	\$12,500		Special Park
Park	2024	Tree Repopulation Project/All Park 25 trees	\$12,500		Special Park
Park	2024	Tractor w/front end loader, backhoe, & tiller - John Deere/Kubota (1984)	\$65,000		Special Park
Park	2026	Tree Repopulation Project/All Park 25 trees	\$12,500		Special Park
Park	2026	11ft Rotary Mower (2005) #653	\$70,000		Special Park
Park	2028	Tree Repopulation Project/All Park 25 trees	\$12,500		Special Park
Park	2024	Rehab Band Stand at Fremont Park Roof and siding	\$75,000		Kahola

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Golf Course	2024	Aerator	\$35,000		General Fund
Golf Course	2024	Tees & Banks Reel Mower (2003) 5400 hours	\$37,000		General Fund
Golf Course	2025	Wide Area Mower (2007) 4900 hours	\$70,000		General Fund
Golf Course	2027	Utility Vehicle width hydraulic dump bed and HI-FLOW hydraulics (1998) 5100 hours	\$28,000		General Fund
Golf Course	2027	Chemical sprayer & Cushman (2001) 2200 hours	\$47,000		General Fund
Golf Course	2028	Sand topdresser (1992)	\$24,000		General Fund
Golf Course	2028	Greens Mower, with cutting units and Verti cut units (1999) 4400 hours	\$39,000		General Fund
Golf Course	2021	1 Fairway Mower (2000) 4500 Hours	\$65,000	4	Mil Levy
Golf Course	2021	1 fairway mower (2000) 4200 hours	\$65,000	4	Mil Levy
Golf Course	2021	Wide Area Mower (1996) 4800 hours	\$70,000	4	Mil Levy
Golf Course	2021	Diesel tractor with turf tires & attachments (1984) Unknown hours	\$45,000	4	Mil Levy
Golf Course	2024	Move golf course holes for airport expansion	\$3,000,000		
Golf Course	2026	Maintenance and equipment building Built in early 1970's	\$375,000	10	Mil levy
Golf Course	2021	Driving Range artificial turf tee line/zoysia sod	\$25,000		Multi-Year
Golf Course	2021	Master plan design of golf course, range, bldg	\$12,250		Multi-Year
Golf Course	2025	Tees & Banks Reel Mower (2004) 3300 hours	\$37,000		Special Park

<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>	<u>Years to Bond</u>	<u>Funding Source</u>
Zoo	2022	3/4 ton truck with dump bed (1997)	\$45,000		General Fund
Zoo	2026	Van (Used Vehicle) (2006)	\$20,000		General fund
Zoo	2021	Bus Parking	\$20,000		Multi-Year
Zoo	2021	Parking lot at Zoo	\$164,000		Multi-Year
Zoo	2021	Hay & Storage building 30x40 concrete floor	\$50,000		Multi-Year
Zoo	2022	Hoof stock Sheds	\$50,000		Multi-Year
Zoo	2022	Trumpeter Swan Exhibit: sealing pond/stream, repair waterfail	\$54,000		Multi-Year
Zoo	2023	Off-exhibit privacy fence & holding area pond repair	\$45,000		Multi-Year
Zoo	2024	Fencing in zoo replaced/repared	\$54,900		Multi-Year
Zoo	2024	Zoo Road removal, relocate utility	\$138,000		Multi-Year
Zoo	2025	3 phase recycling pump Replaced and new pond aeration pump	\$15,000		Multi-Year
Zoo	2026	Butt Rail Replacement (Bison, mule deer, llama)	\$49,500		Multi-Year
Zoo	2027	Concrete pond reconstruction/valve replacement (NeNe, EBV, Eagle, Bobcat)	\$65,000		Multi-Year
Zoo	2027	Off-exhibit holding - chain-link tops added - 6 pens/B runs caging replacement	\$62,000		Multi-Year