

CITY COMMISSION MEETING AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS
December 15, 2021 at 7:00 p.m.

1. Members present: Mayor Gilligan

<u>Vice Mayor Smith</u>	<u>Commissioner Sauder</u>
<u>Commissioner Giefer</u>	<u>Commissioner Brinkman</u>
<u>City Manager Cocking</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Massey</u>	<u>City Attorney Montgomery</u>
2. Mayor and City Commission Reports and Comments.
3. Consent Agenda.
4. Public Comment.
5. Consider Appointment of Member to the Emporia Public Library Board.
6. Request for Approval of Resolution for Official Boundary List.
7. Consider Awarding a Bid for the Construction of 6th Avenue Waterline Replacement.
8. Consider Awarding Funston Street and 5th Avenue Paving Improvements.
9. Consider Approval of Design & Construction Services Contract with KLM Engineering for the 12th Avenue Elevated Storage Tank Rehabilitation.
10. Consider Purchase of an Aerial Bucket Truck, Vacuum Street Sweeper, and Backhoe for the Street Division of Public Works.
11. Consider the Acceptance of a Grant from the United States Department of Homeland Security FEMA under the Pre-Disaster Mitigation Grant Program.
12. Report from City Manager on City Activities.
13. Adjourn Meeting.



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

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 2

SUBJECT: Mayor and City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY

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

The following is general information for the month of November for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2020	2021	
	\$397,750.57	\$371,392.98	Decrease of \$26,357.59 for the month, and
YTD	\$4,573,844.15	\$ 4,855,072.45	Overall increase of 6.15% from year 2020

2) City Share from County Tax

	2020	2021	
	\$199,550.21	\$249,520.62	Increase of \$49,970.41 for the month, and
YTD	\$2,326,864.78	\$ 2,529,977.24	Overall increase of 8.73% from year 2020

3) **Building Permits issued from 11/1/2021 to 11/30/2021 for new construction, remodeling / repairs and demolition.**

Total number of building permits issued through Code Services:	62
Total of valuations associated with those building permits:	\$11,632,852.00
Total number of dollars collected for Building Permit Fees:	\$ 27,616.39

Construct - single family dwellings	0
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Demo - single family dwellings	0
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Flint Hills Mall CID for November	\$ 17,109.62
Year to Date Total	\$ 192,651.79

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 3

SUBJECT:

Consent agenda:

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

- a. Consider minutes of the Meeting held on December 1, 2021.
 - b. Consider ratification of Payroll Ordinance for the period ending on December 3, 2021.
 - c. Consider the Approval of November Budget.
 - d. Consider Change Order No. 1 (final) for the CCLIP FY2022 Paving Improvements Project (PV2101).
-

RECOMMENDATION:

- a. Approve Minutes.
 - b. Approve Payroll.
 - c. Approve Budget.
 - d. Approve Change Order.
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BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 3d

SUBJECT: Consider Change Order No. 1 (final) for the CCLIP FY2022 Paving Improvements Project (PV2101).

RECOMMENDATION: Approve Change Order No. 1 for the CCLIP FY2022 Paving Improvements Project (PV2101) that decreases the total amount of the contract by \$14,860.12.

BACKGROUND SUMMARY:

Attached are the Change Order quantities for the CCLIP FY2022 Paving Improvements Project (PV2101). The awarded contract amount was \$619,297.76. With approved Change Order No. 1 (final) in the amount a \$14,860.12 deduct, the contract will decrease to \$604,637.64.

Attached is Change Order No. 1 (final) and supporting documentation.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

CHANGE IN PLANS NO. 1
ON CONTRACT WITH APAC-KANSAS, INC., SHEARS DIVISION FOR THE
CONSTRUCTION OF CCLIP SURFACE PRESERVATION PROJECT NO. PV2101
(K-99 HIGHWAY (COMMERCIAL STREET) FROM BNSF RAILROAD TO 12TH AVENUE)
(US-50 HIGHWAY (6TH AVENUE) FROM NEOSHO STREET TO MECHANIC STREET)

Date: November 29, 2021

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the CCLIP Surface Preservation Project No. PV2101 (K-99 Highway (Commercial Street) from BNSF Railroad to 12th Avenue) and (US-50 Highway (6th Avenue) from Neosho Street to Mechanic Street).

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES DELETED:				
130.52	TONS	HMA (Commercial Grade) (Class A) (1.5" Avg. Depth) @ Eighty-six Dollars & Twenty-three Cents (Unit Price in Words)	\$86.23	\$11,254.74
3.00	Each	Utility Adjustment (Manhole Riser) @ Two Hundred Two Dollars & Seventy-eight Cents (Unit Price in Words)	\$202.78	\$608.34
15.00	Each	Utility Adjustment (Valve Box Riser) (Valve Box) (Water) @ One Hundred Twenty-five Dollars & Sixteen Cents (Unit Price in Words)	\$125.16	\$1,877.40
2.00	Each	Utility Adjustment (Concrete) (Valve Box) (Water) @ Five Hundred Seventy-one Dollars & Ninety-two Cents (Unit Price in Words)	\$571.92	\$1,143.84
1.00	L.S.	Traffic Signal Loops (Set Price) @ Two Thousand Five Hundred Dollars (Unit Price in Words)	\$2,500.00	\$2,500.00
1.00	Hr.	Flagger (Set Price) @ Twenty-five Dollars (Unit Price in Words)	\$25.00	\$25.00
Total Deleted:				\$17,409.32

QUANTITIES ADDED:

158.00	L.F.	Pavement Marking (Intersection Grade) (White) (24") <u>@ Sixty-eight Cents</u> (Lump Sum in Words)	\$17.40	\$2,749.20
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Total Added: \$2,749.20

TOTAL DELETED FROM THE PROJECT: **(\$14,660.12)**

CONTRACTOR: APAC Kansas, Inc., Shears Division
BY: 

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____
MAYOR

Attest: _____
CITY CLERK

CCLIP SURFACE PRESERVATION PROJECT (NO. PV2101)

CHANGE ORDER EXPLANATION

During construction of the CCLIP Surface Preservation Project PV2101, changes and adjustment of quantities were made to several line items which resulted in a decrease of the contract in the amount of \$14,660.12

Quantities Deleted:

1. HMA (Commercial Grade) (Class A) (1.5" Avg. Depth) -
This change represents an underrun of 130.52 Tons for Asphalt. Plan Quantity for asphalt was 3,904 Tons which included an 8% contingency. 3,773.48 Tons was laid at approximately 4.3%.
2. Utility Adjustment (Manhole Riser) -
This change represents an underrun of 3.00 Each of Manhole Adjustment with Risers. The overlay of new surface matched all Manholes and adjustment was not necessary.
3. Utility Adjustment (Valve Box Riser) (Valve Box) (Water) -
This change represents an underrun of 15.00 Each of Valve Box Adjustment with Risers. The overlay of new surface matched all Valve Boxes needing adjustment with risers and was not necessary.
4. Utility Adjustment (Concrete) (Valve Box) (Water) -
This change represents an underrun of 2.00 Each of Valve Box Adjustment with Concrete. Only 6 of 8 Valve Boxes needed adjustment with concrete to match new surface.
5. Traffic Signal Loops (Set Price) -
This change represents an underrun of 1.00 Each for Traffic Signal Loops. Traffic Signal Loops were not disturbed during construction.
6. Flagger (Set Price) -
This change represents an underrun of 1.00 Hour for Flagger. Due to traffic control and construction sequences, flaggers were not used on this project.

Quantities Added:

1. Pavement Marking (Intersection Grade) (White) (24") -
This change represents an overrun of 158.00 Linear Feet for 24" White Pavement Marking. STOP Bars and Type II Crosswalks were added to the project at the intersection of US-50 Highway and Merchant Street.

**CITY OF EMPORIA, KANSAS
PAY ESTIMATE NO. 3 (FINAL)**

PROJECT: CCLIP Surface Preservation Project FY 2022

PURCHASE ORDER NO.:
PROJECT NO.:

21-0170
PV2101

PROJECT LOCATION: K-99 Highway (Commercial Street) from BNSF Railroad to 12th Avenue
US-50 Highway (6th Avenue) from Neosho Street to Mechanic Street

DATE WORK BEGAN: September 7, 2021

**DATE OF
THIS ESTIMATE:** November 29, 2021

WORKING DAYS TO DATE: 35

TOTAL WORKING DAYS ALLOWED FOR THIS CONTRACT: 35

CONTRACTOR NAME: APAC-Kansas Inc. Shears Division Emporia Branch
CONTRACTOR ADDR: 302 Peyton Street, PO Box 549
Emporia, Kansas 66801

TOTAL CONTRACT BID PRICE: \$619,297.76
TOTAL CHANGE ORDERS (See Below): -\$14,660.12

TOTAL REVISED CONTRACT AMOUNT: \$604,637.64

% OF CONTRACT COMPLETED: 100%

TOTAL VALUE OF WORK COMPLETED (See Attached Detail): \$604,637.64
PERCENTAGE TO BE RETAINED 0% \$0.00

TOTAL OF PREVIOUS ESTIMATES: \$541,699.60
(See Below)

TOTAL DEDUCTIONS: \$541,699.60

AMOUNT DUE CONTRACTOR - THIS ESTIMATE: \$62,938.04 ✓

REVISED TOTAL CONTRACT AMOUNT: \$604,637.64
LESS PREVIOUS ESTIMATES PAID: \$541,699.60
LESS THIS ESTIMATE: \$62,938.04 ✓

AMOUNT REMAINING ON CONTRACT: \$0.00

ESTIMATE DETAIL PREPARED BY :

DATE : 11/29/21

CONTRACTOR AGREED TO:

DATE : 12-2-2021

APPROVED BY ENGINEER:

DATE : 12/3/2021

CHANGE ORDERS / OVERRUNS			PREVIOUS ESTIMATES PAID:		
NO.	DATE	AMOUNT	NO.	DATE	AMOUNT
1	11/23/21	-\$14,660.12	1	10/04/21	\$453,348.47 ✓
			2	11/01/21	\$88,351.13 ✓

Prepared by: Jeff Gantz

[illegible]

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 4

SUBJECT: Public Comment.

RECOMMENDATION:

BACKGROUND SUMMARY:

Citizen Appearance Procedures

Presentations by individuals during "Citizen Appearance" portion of the Commission agenda shall be limited two minutes each. No personal attacks, comments or opinions shall be expressed or made against or about any member of the Commission, Mayor, City Employee, individual group or corporation.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 5

SUBJECT: Consider the Appointment of a Member to the Emporia Public Library Board.

RECOMMENDATION: Appoint Member to the Emporia Public Library Board.

BACKGROUND SUMMARY:

The Emporia Public Library Board currently has one vacancy. An application for this board has been received from Caron L. Daugherty, and an interview has been conducted by the appropriate City Commissioner(s). Staff requests the City Commission to approve and appoint this member to fill the vacancy.

Attached is the application for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 10/20/2021

NAME: Caron L Daugherty
First Name **MI** **Last Name**

ADDRESS: 3301 West 18th Avenue
Street
Emporia KS 66801
City State ZIP

Email: cdaugherty@fhct.edu

PHONE: 6203411306

PLACE OF EMPLOYMENT: Flint Hills Technical College

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? < 1 year

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA PUBLIC LIBRARY BOARD

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON
THE**

ADVISORY BOARD(S) MENTIONED ABOVE:

I have served on literacy councils and supervised library personnel. A library -- one of the most egalitarian spaces in a community -- is the core civic engagement agency in offering quiet spaces, resources, civic access updates, and other community resources.

OTHER ACTIVITIES AND INTERESTS:

Wide array... economic development, housing, local tourism, local resourcing, travel, reading, health/wellness, leadership, community engagement.

In Lieu of Signature, [Click Here](#)

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 6

SUBJECT: Request for Approval of Resolution for Official Boundary List.

RECOMMENDATION: Accept Resolution.

BACKGROUND SUMMARY:

Annexed Area: 114.9 Acres

Current City Area: 7886.25 Acres or 12.32 Square Miles

Attached is the map and the Resolution

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

RESOLUTION NUMBER _____

A RESOLUTION DESIGNATING THE BOUNDARY OF THE CITY OF EMPORIA, KANSAS; REPEALING RESOLUTION NUMBER 3624.

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

SECTION 1. The boundary of the City of Emporia, Kansas, shall be as hereinafter designated, to wit:

Beginning at a point on the South line of Section 15, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, said point being the intersection of the center line of the Cottonwood River and the said South line of Section 15; thence West on the South line of the Southwest Quarter of Section 15, Township 19S, Range 11E to the Southwest corner of Section 15, and the Southeast corner of Section 16; thence West on the South line of Section 16 to the present low water mark on the West bank of the Cottonwood River; thence in a Northeasterly and Easterly direction following the low water mark on the North and West bank of said Cottonwood River to the East line of Section 16, to a point 2215 feet, more or less, South of the Northeast corner of the Southeast Quarter of Section 16; thence North 313 feet more or less along the East line of Section 16; thence West 140 feet; thence North 65 feet; thence East 125 feet; thence North 71.91 feet; thence S88°34'59"W 425 feet; thence S01°01'50"E 30 feet; S88°34'59"W 140 feet; thence S01°01'50"E 40 feet; thence S88°34'59"W 105 feet; thence N57°40'13"W 257.41 feet; thence N01°01'50"W 107 feet; thence West on a line parallel to the North line of said Quarter 420 feet; thence North 330 feet; thence West on a line parallel to the North line of the Southeast Quarter, Section 16, Township 19S, Range 11E to the Southeast corner of Skinner's Addition, said corner being a point in the South line of the North Half of the Southeast Quarter of Section 16; thence West on said line to the Southwest corner of Stannard's Addition; thence continuing West on the South line of the North Half of the South Half of Section 16, Township 19S, Range 11E, to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 16; thence North along the West line of said Quarter Quarter to a point 230 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 16; thence West on a line 230 feet South of and parallel to the North line of the Southwest Quarter of said Section 16 1020.91 feet; thence S00°03'57"W (West line of said Southwest Quarter assumed North) a distance of 444.56 feet; thence S89°14'33"W a distance of 74.61 feet; thence South on a line 230 feet East of and parallel to the West line of said Quarter 121.55 feet; thence West on a line parallel to the North line of said Quarter 200 feet, said point being the East right-of-way line of Prairie Street; thence North on said East line 295 feet, said point being 500 feet South of and 30 feet East of the Northwest corner of said Southwest Quarter of Section 16; thence Northeasterly to a point 425 feet South of and 50 feet East of said Northwest corner; thence Northerly to a point 200 feet South of and 60 feet East of said Northwest corner; thence North 70 feet to a point 130 feet South of and 60 feet East of said Northwest corner; thence Northeasterly 57 feet to a point 75 feet East of and 75 feet South of the Northwest corner of the Southwest Quarter; thence North to a point 75 feet East of and 75 feet North of the Southwest corner of the Northwest Quarter of Section 16; thence S89°59'55"E 345 feet; thence Northwesterly 124.64 feet along an arc with a radius of 260.99 feet and a chord of 123.46 feet bearing N16°19'03"W; thence N29°59'55"W 163.62 feet; thence Northerly 63.34 feet along an arc with a radius of 120.99 feet and a chord of 62.62 feet bearing N15°00'05"W; thence N00°00'15"W 183.42 feet; thence Northwesterly 135.58 feet along an arc with a radius of 165.49 feet and a chord of 131.82 feet bearing N23°28'33"W; thence S89°59'55"E 1094.16 feet to the East line of the Southwest Quarter of said Northwest Quarter of Section 16; thence North on the said Quarter Quarter section line to the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way; thence West 1.25 miles on the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way to a point approximately 254 feet East of the West line of Section 17, Township 19S, Range 11E; thence in a Northwesterly direction along a 269.9 feet radius to a point 971.3 feet South and 60 feet East of the Northwest corner of the Northwest Quarter of said Section 17; thence North to a point 727.4 feet South and 60 feet East of said Northwest corner; thence Northerly 100 feet to a point 629 feet South and 78 feet East of said Northwest corner; thence North 596 feet to a point on the South road right-of-way line

of West 6th Avenue, said point being 33 feet South and 78 feet East of the Northwest corner of Section 17, said corner also being the Northeast corner of Section 18; thence Westerly along said South road right-of-way line to the intersection with the West Railroad right-of-way line of the BNSF North spur; thence Southerly along said Railroad spur right-of-way line to the North right-of-way line of the BNSF Railroad main East-West line; thence Westerly along said North Railroad main line right-of-way to the intersection with the West line of the Northeast Quarter of the Northeast Quarter of Section 18; thence Westerly along said North Railroad right-of-way 503 feet; thence N00°35'15"E 1119.55 feet to the South road right-of-way line of West 6th Avenue; thence Westerly along said South road right-of-way line to the intersection with the West line of the Northeast Quarter of Section 18; thence continuing West into the Northwest Quarter of Section 18 to a point 33 feet South and 30 feet West of the Northwest corner of said Northeast Quarter; thence Northerly 693 feet along a line 30 feet West of and parallel to the East line of the Southwest Quarter of Section 7; thence S89°17'26"W 690 feet; thence S00°41'59"W 660 feet; thence S89°17'26"W 555.80 feet to the Southwest corner of the East Half Southwest Quarter; thence N01°02'56"E 1309.33 feet; thence N01°51'55"E on said West line 658 feet; thence N89°24'37"W 117.06 feet to the Southeast right-of-way line of the Kansas Turnpike Authority; thence N29°49'39"E along said Kansas Turnpike Authority right-of-way line 450.7 feet; thence N07°55'46"E 208.5 feet to the South right-of-way line of US Highway 50; thence S89°30'00"E to the Southeast right-of-way line of the Kansas Turnpike Authority; thence Northeasterly along said Southeast right-of-way line of the Kansas Turnpike Authority to the South right-of-way line of 18th Avenue thence S89°11'27"W 99.0 feet; thence N29°03'22"E 69.19 feet; thence N89°11'27"E 99.0 feet to the East Kansas Turnpike Authority right-of-way; thence Northeasterly 1.15 miles along said Kansas Turnpike Authority East right-of-way line to its intersection with a line 30 feet North of the South line of Section 32, Township 18 South, Range 11E; thence East along the right-of-way line of 30th Avenue to a point 1371.51 feet East of and 30 feet North of the Southwest corner of said section 32; thence N01°32'09"E for a distance of 890.11 feet to the Kansas Turnpike right-of-way; thence Northeasterly along the East right-of-way of the Kansas Turnpike for a distance of 549.09 feet; thence; thence S01°31'38"E for a distance of 1277.38 feet; thence East on a line 30 feet North of and parallel to the said South line of said Section 32 to a point 17 feet East of the Southwest corner of the Southeast Quarter of said section; thence N00°07'45"W and parallel to the West line of said Quarter section 915 feet; thence S89°52'15"W for a distance of 20 feet; thence N15°34'18"W for a distance of 187.78 feet; thence N00°07'45"W for distance of 182 feet; thence N89°52'15"E for a distance of 70 feet; thence N00°07'45"W for a distance of 22 feet; thence N34°22'15"E 122 feet; thence N05°07'45"W 86 feet; thence N36°07'45"W 103.75 feet; thence N00°11'52"W 520.96 feet to the Kansas Turnpike Authority right-of-way; thence N45°08'35"E along said right-of-way 191.24 feet; thence S15°32'45"E 313.99 feet; thence S44°17'23"E 560.78 feet; thence S89°34'38"W 163 feet; thence S01°07'33"E 1517.66 feet to a point on the North line of 30th Avenue, said point being 30 feet North of and 490.42 feet East of the Southwest corner of the Southeast Quarter of Section 32; thence East 1358.5 feet on a line 30 feet North of and parallel to the said South line to a point 789.8 feet West of the East line of Section 32; thence N01°03'52"W 284.01 feet; thence N01°50'16"E 120.0 feet; thence N07°27'09"E 123.0 feet; thence N01°02'00"E 44.0 feet; thence S87°42'40"W 50.0 feet; thence N10°58'58"W 82.0 feet; thence N16°20'20"W 107.0 feet; thence N88°22'00"E 355.60 feet; thence North on a line parallel to the East line of said section to the center of the channel of the Neosho River; thence meandering along the center of said channel of said River and in a Northerly direction to a point on the North line of the Southeast Quarter of the Southeast Quarter of said section; thence East along said North line to a point 30 feet West of the Northeast corner of said Quarter; thence South along a line 30 feet West of and parallel to the East line of said Section 32, to a point 300 feet North of the South line of said Section 32; the same being the West line of Section 33; thence East 279.63 feet; thence S00°26'36"E for a distance of 300 feet to the South line of said section 33, the same being the North line of Section 4, Township 19S, Range 11E; thence S89°16'28"E 45.37 feet; thence S29°26'38"E 357.37 feet; thence S89°16'28"E 91.43 feet; thence N10°43'30"E 28.93 feet; thence N58°06'00"E 253.67 feet; thence S89°16'28"E 408.1 feet; thence S68°26'00"E 575.25 feet; thence S00°27'48"W 387.74 feet; thence S50°00'00"E 110.22 feet; thence S89°16'28"E 300 feet; thence S50°00'00"E 68.3 feet; thence S89°16'28"E 86.7 feet; thence N00°27'48"E to the center of the Neosho River; thence continuing down the center of the Neosho River in all its meanderings to a point 1180 feet North of and 920 feet West of

the Southeast corner of the Northeast Quarter of Section 4; thence in a Southeasterly direction approximately 570 feet to a point in the center of the Neosho River located 900 feet North of and 450 feet West of the Southeast corner of the Northeast Quarter of Section 4; thence following downstream along the center of the Neosho River to a point on the East line of said section, said point being 140 feet more or less South of the Northeast corner of the Southeast Quarter of said Section 4, said East line being the same as the West line of the Southwest Quarter of Section 3, Township 19 South, Range 11 East said point being 2478 feet North of the Southwest corner of said Quarter Section, said West line having an assumed bearing of S1°19'W; thence down the center of the Neosho River to a point 485.1 feet East and 293.7 feet South of the Northwest corner of said Quarter Section; thence on an assumed bearing of N40°35'E 162.1 feet to a point 587.7 feet East and 168.2 feet South of said Northwest corner; thence S71°40'E 572 feet; thence on a curve of 487.28 feet, radius to the left an arc distance of 489 feet with a chord which bears N79°35'E 468.8 feet; thence N50°50'E 99.2 feet; thence S29°10'E to the center of the Neosho River; thence down the center of said river to a point on the North line of the Southwest Quarter, said point being 571 feet more or less from the Northeast corner of the Southwest Quarter of said Section 3; thence continuing down the center of said river in the Northwest Quarter of Section 3 to a point on the East line of the Northwest Quarter, said point being 377 feet more or less North of the Southeast corner of the Northwest Quarter of said Section 3; thence continuing down the center of the Neosho River into the Northeast Quarter of said Section 3 to a point on the South line of said Northeast Quarter; thence continuing down the river as acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 22582 in the Southeast Quarter of said Section 3 to the West line of said Quarter Section 3; thence S35°27'E 805 feet more or less to the center of the original channel of the Neosho river; thence along the center of the original channel of the Neosho river, on a curve to the left having a radius of 559.07 feet with a chord that bears N60°44'39"E for an arc distance of 150.72 feet; thence continuing along the center of the original channel of the Neosho river, N42°27'29"E for a distance of 97.73 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 238.44 feet with a chord that bears S89°05'26"E for an arc distance of 260.32 feet; thence continuing along the center of the original channel of the Neosho river, S55°12'59"E for 84.21 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 475.41 feet with a chord that bears S36°20'39"E for an arc distance of 261.39 feet, more or less, to the center of the existing channel of the Neosho river; thence down the center of the existing channel of the Neosho river to the north line of the Southeast quarter of said Section 3; thence N88°50'14"E along the north line of said SE¼ for a distance of 358 feet, more or less, to the Northeast corner of said SE¼; thence S01°32'08"E along the East line of said SE¼ for a distance of 791 feet, more or less, to the center of the existing channel of the Neosho river; thence southerly along the center of the existing channel of the Neosho river to a point on the east line of said SE¼, said point being 743 feet, more or less, north of the Southeast corner of the SE¼ of said Section 3; thence S01°32'08"E along the east line of said SE¼ for a distance of 743 feet, more or less, to Southeast corner of said Section 3 being the same as the Northwest corner of the Northwest Quarter of Section 11; thence East to a point 1321.45 feet West of the East line of said Northwest Quarter; thence South to the North line of the South Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 11; thence East 659 feet, more or less, to the center line of Whittier Street; thence continuing East 30 to the Northwest corner of Lot 14, Goodrich Subdivision; thence continuing East along the North line of said Lot 14 to the Northeast corner ; thence South along the East line to the Southeast corner of said lot; thence West along the South line to the Southwest corner of said lot; thence South to the Northwest corner of Sunflower Meadows Addition; thence Easterly to a point located S00°18'40"E 826.49 feet from the Northeast corner of the Northwest Quarter of Section 11; thence N89°06'36"E 1863.63 feet; thence S00°26'40"E 350 feet; thence S46°06'00"W 650 feet; thence N36°44'46"W 870.18 feet; thence S89°06'36"W to the East line of the Burlingame Road right of way approximately 830.85 feet; thence South along the East right of way line of Burlingame Road, said line being that acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 25582 (I-35 Highway Bypass); thence continuing along the North right of way of said I-35 Highway Bypass to a point 1640 feet North of the Southwest corner of Northeast Quarter of said Section 11; thence S88°50'E 40 feet; thence S1°10'E 862 feet; thence S68°57'E 938.6 feet; thence S80°57'E 940.3 feet to the Northerly right-of-way of the

ATSF Railway; thence continuing Southeasterly to a point on the Southerly right-of-way line of the ATSF Railway; thence S80°57'E 577 feet more or less to a point 188.6 feet North of the Southwest corner of the Northwest Quarter of said Section 12, said West line having an assumed bearing of N1°1'E; thence North along said West line 27.7 feet to a point 216.5 feet North of said Southwest corner of said Northwest Quarter of Section 12; thence S73°3'E 176.92 feet to a point 170 feet East of said West line of said Section 12; thence South parallel with the said West line 349.32 feet to a point in the Southwest Quarter of said Section 12, said point being 170 feet East and 181.84 feet more or less South of the Northwest corner of said Southwest Quarter of said Section 12; thence South on a line parallel to and 150 feet East of the East line of Weaver Street, to a point 726 feet North of the South line of Section 12; thence East to a point 330 feet East of the West line of said Section 12; thence North 264 feet; thence East 20 feet; thence North 330 feet; thence East 640 feet; thence South on a line 990 feet East of and parallel to the West line of said Section 12 to a point 990 feet East of and 371 feet North of the Southwest corner of said section; thence East 330 feet; thence North parallel with the East line of said Southwest Quarter of said Section 12 a distance of 563.8 feet to the South line of 50 Highway; thence Northeasterly along the South line of the Highway 50 right-of-way to a point 670.85 feet West of the East line of said Southwest Quarter of said Section 12; thence South parallel with the East line of said Southwest Quarter of said Section 12 to a point on the North right-of-way line of E. 6th Avenue, said point being 670.85 feet West of the Southeast corner of the Southwest Quarter of said Section 12; thence East on the North line of 6th Avenue to a point 400 feet East of the West line of the Southeast Quarter of said Section 12; thence South 33 feet to the South line of said Southeast Quarter; the same being the North line of the Northeast Quarter of Section 13; thence South 50 feet; thence using state plane coordinates N89°04'28"E, parallel to and 50 feet South of the North line of Northeast Quarter of Section 13 135 feet; thence S07°38'00"W 319.04 feet; thence S55°04'20"W 62.3 feet; thence S19°58'08"W 134.49 feet; thence S75°53'58"E 178.05 feet; thence S06°36'45"E 144.47 feet; thence S12°40'48"W 228.56 feet; thence N63°10'24"W 210 feet; thence N82°35'06"W 150.68 feet; thence N72°37'51"W 60.87 feet; thence N82°05'19"W 126.65 feet to a point on the West line of the Northeast Quarter of Section 13, said point being S01°07'32"E based on State Plane coordinates 779.83 feet from the Northwest corner of the Northeast Quarter of Section 13; thence N01°07'32"W 167.81 feet; thence S33°48'40"W, using bearings from Belmont Mobile Home Park layout 215.86 feet; thence S51°31'53"W 180.6 feet; thence N45°00'00"W 157.5 feet; thence N51°47'53"W 192.84 feet; thence S84°27'55"W 126.34 feet; thence N52°24'24"W 46.1 feet; thence S71°17'21"W 119.81 feet; thence S10°17'59"W 285.67 feet; thence S06°21'37"E 41.41 feet; thence S58°52'23"W of 139.41 feet; thence on a curve to the left with a radius of 593.39 feet, an arc distance of 297.77 feet, chord being N45°30'08"W 294.65 feet; thence S30°07'18"W 163.39 feet; thence on a curve to the left having a radius of 430 feet and an arc distance of 276.96 feet, the chord being N78°19'50"W 272.2 feet; thence S83°27'35"W 600 feet; thence S89°18'42"W 480 feet to a point on the East line of Weaver Street; thence South 200 feet to a point 1264.35 feet South of and 25 feet East of the Northwest corner of the Northwest Quarter of section 13; thence East at right angles 835 feet; thence South at right angles to the North line of the Atchison, Topeka, and Santa Fe Railway; thence Northwesterly along said right-of-way line to a point 300 feet East of the West line of Weaver Street right-of-way; thence South to the South line of said Railway right-of-way; thence Southeasterly 0.5 mile along said right-of-way line to the East line of Sacred Heart Cemetery Road (Road M5); thence South along the East right of way line of said Road M5 (being 20 feet East of the Quarter Section line of said Section 13 to a point 20 feet East and 25 feet South of the Southeast corner of Southwest Quarter of said Section 13; thence West on a line parallel to and 25 feet South of the South line of said section 13, the same being the North line of Section 24, Township 19S, Range 11E 807.71 feet; thence S00°49'13"E a distance of 609 feet; thence S23°29'08"E a distance of 107.19 feet; thence S37°20'48"E a distance of 885.93 feet; thence N89°10'47"E a distance of 199.31 feet; thence S00°49'13"E a distance of 120 feet; thence S89°10'47"W a distance of 211.36 feet; thence N00°49'13"W a distance of 111.07 feet; thence N37°20'48"W a distance of 885.93 feet; thence N23°07'51"W a distance of 116.57 feet; thence N00°49'13"W (assumed bearing) 609 feet to the South right of way of Logan Avenue; thence West on a line parallel to and 25 feet South of the North line of said section 14 to the Northeast corner of Lot 1 Barnhart Acres Subdivision; thence South 530.4 feet along the Wanamaka Road West road right-of-way line; thence West along the North line of Lot 2 in Barnhart Acres Subdivision

593.82 feet to the Weaver Street East road right-of-way line; thence North 530 feet along the Weaver Street East road right-of-way line to the South right-of-way line of Logan Avenue; thence West 25 feet along South right-of-way line of Logan Avenue to the West line of Section 24 also known as the East line of Section 23; thence South 1435.8 feet ; thence West 779.98 feet; thence South 127.7 feet; thence Southeast 163.2 feet, thence West 250 feet; thence South 142.75 feet; thence West 384.62; thence North 2806.5 feet; thence West 990 feet; thence North 470 feet; thence West along the South right-of-way line to a point 100 feet East and 50 feet South of the Southeast corner of Lot 1 of Brown Addition to the City of Emporia; thence South 20 feet; thence West 100 feet; thence South 1000 feet along the West line of the Kansas City and Emporia Railroad right-of-way to a point 996.28 feet South of the North line of Section 23; thence S39°51'49"W 451.59 feet; thence S00°00'58"W 230 feet; thence S69°53'45"W 227.69 feet; thence N44°59'02"W 214.41 feet; thence N00°00'58"E to a point 1410.75 feet South of the North line of Section 23; thence West on a line 1410.75 feet South of and parallel to the North line of Section 23 to a point 312.11 feet East of the West line of said Section; thence S04°45'00"W 516 feet; thence S17°52'00"W 53.18 feet; thence S25°52'00"W 39.33 feet; thence S33°07'00"W 8.68 feet to a point 2018.25 feet South of the North line of said section; thence East 92.18 feet; thence South parallel to the West line of said section 1050 feet; thence East 233 feet; thence S30°00'00"E 245 feet; thence S10°30'00"E 250 feet, more or less, to the center of the Cottonwood River; thence up the center of said River approximately 725 feet to a point on the West line of Section 23, the same being the East line of Section 22; thence North along section line approximately 550 feet to a point 2918.25 feet South of the Northeast corner of Section 22; thence West 130 feet parallel to the North line of said Section 22, and North 120 feet; thence West 376.75 feet; thence North 773.56 feet parallel to the East section line of said Section 22; thence East 114.03 feet; thence North 100 feet; thence East 400 feet to a point on the East section line of Section 22 and the West section line of Section 23, being 1918.25 feet South of the Northeast corner of Section 22 and the Northwest corner of Section 23; thence South along said section line 100 feet to a point 2018.25 feet South of the Northwest corner of Section 23; thence East 159.48 feet; thence N33°07'00"E 43.87 feet; thence N25°52'00"E 31.35 feet; thence N17°52'00"E 42.14 feet; thence N04°45'00"E 504.17 feet to a point 1410.75 feet South of and 251.91 feet East of the Northwest corner of Section 23; thence West along a line 1410.75 feet South of and parallel to the North line of said Section 251.91 feet to the West line of Section 23, the same being the East line of Section 22; thence continuing West 0.25 mile on a line being 1410.75 feet South of and parallel to the North line of Section 22 to a point 450 feet East of and 92 feet South of the Northeast corner of the tract of land known as "Soden Grove"; thence South 450 feet; thence West 450 feet, to the East line of Soden's Grove; thence South along the East line of said tract 984.25 feet to the Southeast corner of said tract; thence West along the South line of said tract 189.42 feet to a corner; thence South along the East line of said tract to the center of the Cottonwood River; thence in a Northwesterly direction following the center line of said river 1859 feet, more or less, to a point 33 feet downstream from a point the center of said river immediately beneath the longitudinal center line of the concrete arch bridge across the river and commonly known as "Soden Bridge"; thence N63°30'00"E to the East bank of said Cottonwood River; thence continuing in a general Northeasterly direction on a line parallel to and 33 feet from the longitudinal center line of the Soden's Bridge pavement to a point 280.5 feet West of the East line of the Northwest Quarter of Section 22; thence Northwesterly along the K-99 Highway right-of-way to a point; thence N25°45'00"W 125.6 feet; thence S44°45'00"W 17 feet; thence N39°09'00"W 283 feet; thence N21°40'00"W 153 feet; thence West on a line parallel to and 1056 feet South of the North line of the Northwest Quarter of Section 22, to the center of the Cottonwood River; thence in a general Northerly and Westerly direction up the center of the Cottonwood River to a point on the North line of said Northwest Quarter of Section 22, the same being the South line of the Southwest Quarter of Section 15, and the place of beginning.

ALSO

Lot 1 through 4 of Read McClasky's Subdivision.

ALSO

A tract of land lying in the fractional South Half of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows: Commencing at the Southeast corner of the fractional Southwest Quarter of said section 6; thence on an assumed bearing of S90°00'00"W

along the South line of said fractional Southwest Quarter for a distance of 386.01 feet to the point of beginning; thence continuing along said South line S90°00'00"W for a distance of 681.83 feet; thence N01°57'57"E for a distance of 1989.04 feet; thence S89°12'24"E for a distance of 1033 feet to the East line of the fractional Southwest Quarter of said section; thence continuing S89°12'24"E for a distance of 1242.79 feet to the Westerly right-of-way line of the Kansas Turnpike, said point being 150 feet Northwesterly at right angles to Centerline Station 9310+83.40 of said turnpike; thence S30°06'36"W along the Westerly right-of-way of the Kansas Turnpike for a distance of 2178.65 feet to the Northeast corner of Tract 20-1D as acquired by the Kansas Turnpike through District Court case 23521 and 23563; thence S85°48'36"W along the Northerly line of said tract 20-1D for a distance of 570.56 feet to a point which is 30 feet North of the South line of the fractional Southwest Quarter of said Section 6; thence S0°00'00"E for a distance of 30 feet to the point of beginning, said tract contains 78.08 acres, exclusive of 0.39 acres of right-of-way for road purposes on all that part of said tract lying West of tract 20-1D as acquired by the Kansas Turnpike Authority.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A tract of land located in Section 7, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, more particularly described as follows:

From the North Quarter corner of said Section 7; thence Westerly on the North line of said Section 7 on an assumed bearing of N90°00'00"W for a distance of 386.28 feet to the point of beginning; thence continuing Westerly on said North line on a bearing of N90°00'00"W for a distance of 873.72 feet; thence S00°00'00"W for a distance of 855 feet; thence S90°00'00"E for a distance of 369.13 feet to a point on the Westerly right-of-way line of the Kansas Turnpike; thence on said right-of-way on a bearing of N29°03'48"E for a distance of 50.61 feet; thence continuing on said right-of-way on a bearing of N86°00'42"E for a distance of 379.9 feet; thence continuing on said right-of-way on a bearing of N69°03'13"E for a distance of 240.03 feet; thence continuing on said right-of-way on a bearing of N30°03'13"E for a distance of 705.46 feet; thence continuing on said right-of-way on a bearing of N83°04'10"W for a distance of 479.95 feet to a point on the Southerly right-of-way of West 18th Avenue; thence N00°00'00"E for a distance of 30 feet to the point of beginning. The above described tract contains 21.01 acres, more or less, subject to road rights of way and other easements of record.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A 12.65 acres tract located in the Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas: being more particularly described as follows:

Beginning on the North line of said Northwest Quarter at a point 958.46 feet East of the Northwest corner of said Northwest Quarter; thence on an assumed bearing of East on said North line for a distance of 300 feet to a point 1260 feet West of the Northeast corner of said Northwest Quarter; thence South for a distance of 855 feet; thence East for a distance of 368.87 feet to the Westerly right-of-way line of the Kansas Turnpike Authority; thence S28°58'33"W on said right-of-way line for a distance of 269.75 feet; thence S20°43'20"E on said right-of-way line for a distance of 276.94 feet; thence West for a distance of 636.18 feet; thence North for a distance of 1350 feet to the point of beginning.

EXCEPTING that portion taken for road right of way purposes.

ALSO

A tract in the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., beginning at a point 1367.84 feet West of the Southeast corner of the Southwest Quarter; thence North 428 feet; thence West 400 feet; thence South 428 feet; thence East 400 feet to the point of beginning.

ALSO

A tract in the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 6, thence on an assumed bearing of N01°07'21"W along the west line of said Southwest Quarter for a distance of 473.09 feet; thence N87°46'40"E for a distance of 741.53 feet; thence S02°13'21"E for a distance of 473.09 feet to the South line of said Southwest Quarter; thence S87°46'39"W, along said South line for a distance of 750.61 feet to the point of beginning.

ALSO

That portion of Section 6 and Section 7, Township 19 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, being a portion of the right of way of 18th Avenue and more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence with an assumed bearing on the West line of said section 6, N01°07'20"W for a distance of 90.47 feet; thence perpendicular to said West line, S88°52'40"E for a distance of 70.0 feet to the intersection of the East right-of-way line of Road G and the North right-of-way line of said West 18th Avenue and the point of beginning; thence on said North right-of-way line the following 5 courses: S81°21'54"E for a distance of 234.50 feet; N87°46'39"E for a distance of 1152.15 feet; N00°44'57"E for a distance of 14.97 feet; N87°46'39"E for a distance of 535.33 feet; N77°28'13"E for a distance of 802.16 feet to the Westerly right-of-way line of Kansas Turnpike Authority; thence on said Westerly right-of-way line, S27°53'20"W for a distance of 150.0 feet; thence continuing on said Westerly right-of-way line, S28°12'27"W for a distance of 287.77 feet to the South right-of-way line of said 18th Avenue; thence on the said South right-of-way line the following three courses: N80°02'11"W for a distance of 637.03 feet; S87°46'39"W for a distance of 1525.82 feet; N81°23'47"W for a distance of 313.72 feet; thence leaving said South right-of-way line N11°24'09"W for a distance of 166.1 feet to the point of beginning. Contains 7.94 Acres more or less.

ALSO

A tract of land in Sections 3, 4, 9, & 10, Township 20 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, more particularly described as follows:

Beginning at a point on the South line of Section 10, N79°17'30"E 675.5 feet of the Southeast corner of Section 9; thence S79°17'30"W 3297.5 feet along the South line of Sections 10 & 9 to the Southwest corner of the Southeast Quarter of Section 9; thence N10°42'30"W 5280 feet along the West lines of the Northeast and Southeast Quarters of Section 9 to the Northwest corner of the Northeast Quarter of Section 9; thence N79°17'30"E 1650 feet along the North line of Section 9 to a point on the North line of Section 9 which is 990 feet West of the Northeast corner of Section 9; thence N10°42'30"W 1980 feet; thence N79°4'15"E 325.7 feet; thence N40°11'33"E 272.47 feet; thence N1°18'52"E 1329.73 feet; thence N79°14'15"E 920.37 feet; thence S1°18'52"W 1201.99 feet; thence S47°16'56"E 364.02 feet; thence N79°4'15"E 278.96 feet; thence S10°42'30"E 1986.38 feet to a point on the North line of Section 10 which is 990 feet East of the Northwest corner of Section 10; thence N79°17'30"E 1650 feet along the North line of Section 10 to the Northeast corner of the Northwest Quarter of Section 10; thence S10°42'30"E 3620.5 feet along the East lines of the Northwest and Southwest Quarters of Section 10 to a point which is 980.5 feet South of the Northeast corner of the Southwest Quarter of Section 10; thence S79°17'30"W 1982.5 feet; thence S10°42'30"E 1659.5 feet to the POB. Containing 687 Acres More or less. Note: All bearings are magnetic. Local declination = N10°42'30"W. Less all right of ways.

ALSO

A tract of land consisting of the S 1/2 S 1/2 NW 1/4 NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: from the Northwest corner of said section 3, thence Southerly on the West line with a bearing of S 00°30'50" E for a distance of 981.09 feet to the point of beginning; thence N89°13'44" E for a distance of 1319.06 feet; thence S 00°29'39" E for a distance of 315.56 feet; thence S 89°07'11" W for a distance of 1318.97 feet; thence Northerly on the West line of said section 3 with a bearing of N 00°30'50" W for a distance of 318.07 feet to the point of beginning.

ALSO

A tract of land in the NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: Beginning on the West line of said section at a point 3460.1 feet North of the Southwest corner of said section, said West line having an assumed bearing of N 10°42'30" W; thence continuing North along said West 482.24 feet; thence N 79°14'15" E a distance of 881.37 feet; thence S 55°7'50"W a distance of 501.41 feet; thence S 79°14'15" W a distance of 744.52 feet to the point of beginning.

ALSO

A tract in the N 1/2 N 1/2 SW 1/4 and the S 1/2 of the fractional NW 1/4, all in Section 3, Township 20 South, Range 11 East of the 6th P.M., Lyon County, Kansas, and being more particularly described as follows: commencing at the Southwest corner of said N 1/2 N 1/2 SW 1/4; thence N 88°21'15" E (basis of bearings) on the South line of said N 1/2 N 1/2 SW 1/4 for a distance of 711.06 feet of the true point of

beginning; thence N 36°56'54" W for a distance of 373.66 feet; thence N 10°33'40" E for a distance of 1201.99 feet; thence N 13°52'13" E for a distance of 517.55 feet to the North line of said S 1/2 FR. NW 1/4; thence N 88°21'55" E on the North line of said S 1/2 FR NW 1/4 for a distance of 272.35 feet to point 745 feet distant at right angles from the centerline of runway 1-19 extended; thence S 10°39'52" W parallel with said centerline of runway 1-19 for a distance of 2024.96 feet to the South line of said N 1/2 N 1/2 SW 1/4; thence S 88°21'15" W on said South line for a distance of 17.28 feet to the true point of beginning.

ALSO

A tract in the NE 1/4 of section 4 in Township 20 South, Range 11 East of the 6TH P.M., :Lyon County, Kansas, and being more particularly described as follows: Commencing at the Southeast corner of the NE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the South line of said NE 1/4 FOR 349.34 feet to the true point of beginning; thence continuing S 88°37'47" W on said South line for 49.27 feet; thence N 10°39'54" E for 1625.40 feet; thence N 02°00'08" E for 66.39 feet; thence N 79°20'06" E FOR 54.33 feet to the East line of said NE 1/4; thence S .01°27'45" E on said East line for 325.54 feet to the Northwest corner of the S 1/2 NW 1/4; thence continuing S .01°27'45" E on the East line of said NE 1/4 for 505.40 feet to the North line of a private road; thence S 89°01'25" W on the North line of said private road for 175.80 feet; thence S 10°33'50" W on the Westerly line of said private road for 832.89 feet to the true point of beginning. Subject to County Road easement along the East side thereof.

ALSO

Commencing at the Northeast corner of the SE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the North line of said SE 1/4 FOR 349.34 feet to the true point of beginning; thence S 10°49'37" W along Westerly line of a private road for 497.07 FEET; THENCE S 49°42'39" W along the Southerly line of a private road for 74.26 feet; thence N 10°39'54" E for 544.48 feet to the North line of said SE 1/4; thence N 88°37'47" E on said North line for 49.27 feet to the true point of beginning.

ALSO

Lots 3, 4, 5, 7, 8, 10 and 11 in Barnhart Acres Subdivision in Lyon County, Kansas, according to the recorded plat thereof.

ALSO

A tract in the Northeast Quarter of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said section 12; thence N00°32'25"E (basis of bearings) on the East line of said Section 12 a distance of 1199.00 feet; thence N89°05'08"W a distance of 440.00 feet to a 1/2" iron pin; thence S00°30'14"W a distance of 150.00 feet to a 1/2" iron pin; thence N89°05'08"W a distance of 238.09 feet to a 1/2" iron pin and the true point of beginning; thence S00°32'25"W a distance of 929.77 feet to a 1/2" iron pin on the northerly right of way line of US 50 Highway; thence S88°05'36"W along said northerly right of way line for a distance of 239.51 feet to a 1/2" iron pin; thence N89°47'27"W along said northerly right of way line a distance of 596.72 feet; thence N00°32'25"E a distance of 948.94 feet to a 1/2" iron pin; thence S89°27'35"E a distance of 839 feet to a 1/2" iron pin and the true point of beginning. Containing 18.13 acres and subject to easements of record. Except existing right of way.

ALSO

The W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas, less that part taken for highway. LESS AND EXCEPT: A tract of land located in the W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M, Lyon County, Kansas, more particularly described as follows: Commencing at the West Quarter Corner of said Section 12; thence along the West line of the SW1/4 of said Section 12 S0°35'54"E 123.10 feet to the point of beginning; thence N89°24'06"E 47.50 feet to the intersection of the East right-of-way line of an existing public road (Road F) and the South right-of-way line of an existing public road (Highway 50); thence S0°35'54"E 776.94 feet; thence S89°24'06"W 47.50 feet to the West line of the SW Quarter of said Section 12; thence along the West line of the SW1/4 of said Section 12 N0°35'54"W 776.94 feet to the point of beginning, excepted tract containing 0.85 acres, including 0.40 acres of existing public road right-of-way

(0.45 acres of additional public road right-of-way). The bearings on the above excepted tract are based on the North line of the SW1/4 of Section 12 as being EAST (N90°00'00"E).

ALSO

Lot 1 of Block 1 in the Westar Subdivision, being a part of the Northeast quarter of Section 12, Township 19 South, Range 10 East of the 6th p.m., Lyon county, Kansas, according to the recorded plat thereof.

ALSO

A tract for the purpose of road right of way easement in the Southeast quarter of section 1, and the northeast quarter of section 12, all in Township 19 South, Range 10 East of the 6th p.m., Lyon County, Kansas, as described by Aaron C. Davis, PS 1368, on May 11, 2021, as follows: Commencing at the Southeast corner of said SE ¼; Thence N.01°07'30"W. (basis of bearings) on the East line of said SE ¼ for 65.00 feet; Thence S.89°24'27"W. Parallel with the South line of said SE ¼ for 65.00 to the point of beginning, Thence continuing S.89°24'27"W. Parallel with said South line, and on the northerly right of way line of road 180, for 163.54, Thence S. 75°54'52"W. On said Northerly right of way line for 150.00 feet, thence S.00°35'33"E. For 5.00 feet to a point 25.00 feet North of the South line of said SE ¼, Thence S.89°24'27"W. On said Northerly right of way line for 802.98 feet; thence S.00°35'33"E. for 25.00 feet to a point on the South line of said SE ¼, said point being 1177.99 feet West of the Southeast corner of said SE ¼; thence S.00°50'50"E. For 40.00 feet to the Northwest corner of lot 1 in block 1, Westar subdivision to Lyon County, Kansas, thence N.89°24'27"E. On the North line of said lot 1 for 802.99 feet; thence S.00°50'50"E. For 8.00 feet; Thence N.89°24'27"E. On the North line of said lot 1 for 310.00 feet to a point 65.00 feet West of the East line of the NE ¼ of said section 12; Thence N.00°50'50"W. Parallel with the East line of said NE ¼ for 48.00 feet to the North line of said NE ¼; Thence N.01°07'30"W. parallel with the East line of the SE ¼ of said section 1 for 65.00 feet to the point of beginning said tract contains 1.94 acres

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND

Tract 1: A tract of land in the Northwest Quarter of Section 11, Township 19S, Range 11E of the 6th P.M.; more particularly described as follows:

Beginning at a point 712 feet South of the North line and 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence West approximately 409.1 feet; thence South 1100 feet to the North line of the I-35 By-pass right-of-way; thence Southeasterly along said North right-of-way line 420 feet to a point 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence North 1180 feet to the point of beginning.

Tract 2: A tract of land located in the Northwest Quarter of Section 11, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas more particularly described as follows:

Beginning on the North line of Lot 6 in Goodrich's Subdivision at the West line of the East half of said Lot 6; thence East along the North line of said Lot 6 238.00 feet; thence Southerly 119.03 feet; thence Southwesterly 61.03 feet; thence West 143.81 feet to said West line of the East half of Lot 6; thence North 145.23 feet to the point of beginning.

Tract 3: A tract of land lying in the NE ¼ of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Northeast corner of said NE ¼ thence S88°39'52"W (assumed) along the North line of said NE ¼ for a distance of 1189.10 feet to the point of beginning thence S00°00'00"E parallel with the East line of said NE ¼ for a distance of 529.00 feet to an iron pin at the Southwest corner of a previously described tract (Deed Book 440, Page 718) thence N57°59'24"W for a distance of 70.74 feet to a point that lies 59.98 feet West of the West line of said previously described tract and approximately 37.5 feet North of the SW corner of same thence N00°00'00"W parallel with the East line of said NE ¼ for a distance of 490.11 feet to the North line of said NE ¼ thence N88°39'52"E along said North line for a distance of 60.00 feet to the point of beginning less right-of-way which has been previously annexed.

SECTION 2: All lots, tracts, streets and highways, and parcels of real property included within the territory within the boundary set and fixed in Section 1 of this Resolution, are hereby declared to be and constitute the City of Emporia, Kansas.

SECTION 3: Resolution Number 3624 is hereby repealed.

PASSED AND APPROVED this 15th day of December 2021.

ROBERT F. GILLIGAN, Mayor

ATTEST:

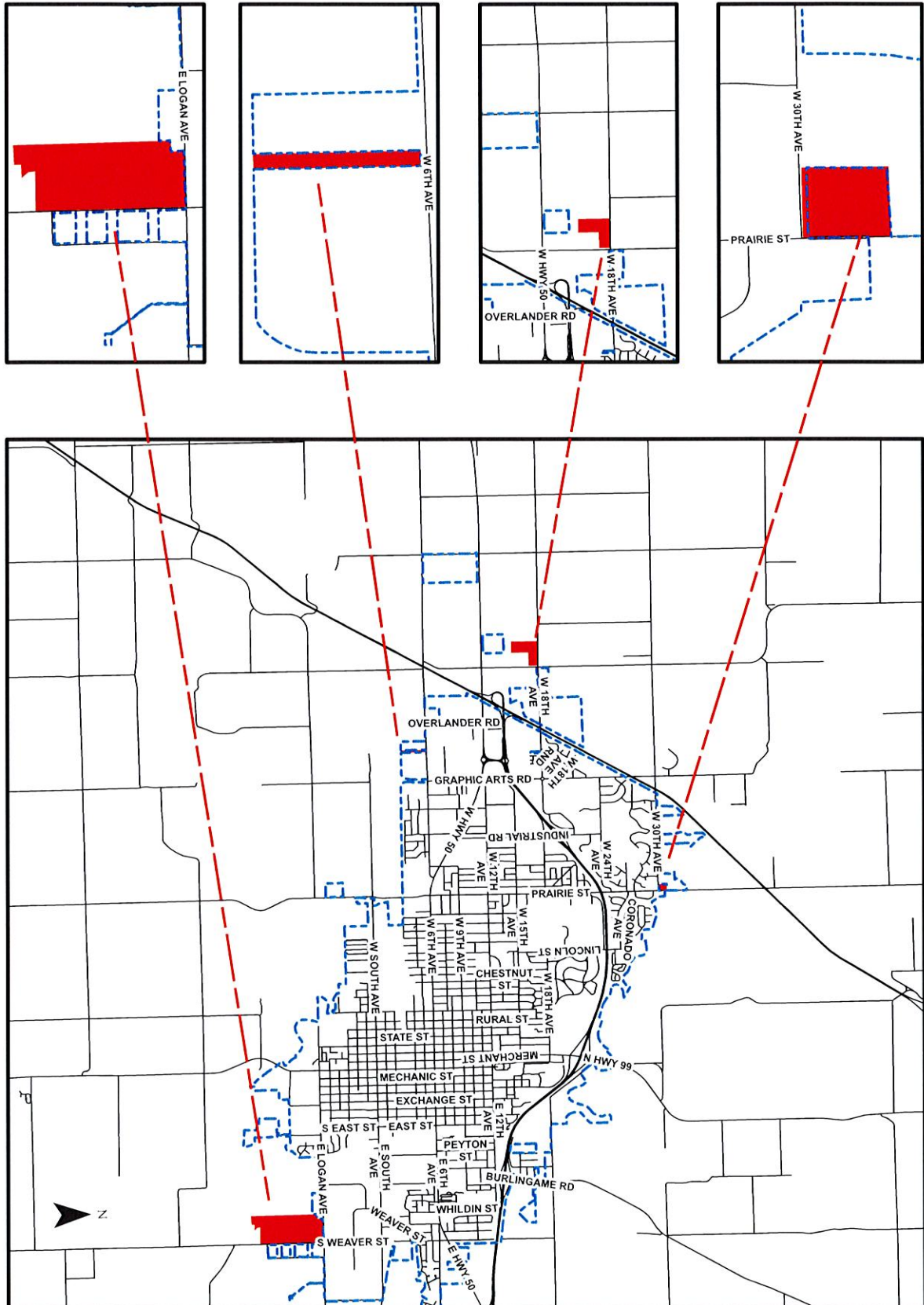
KERRY SULL, City Clerk



2021 Boundary Resolution

 Municipal Boundary

 City Limit Annexation Year 2021



DATA NOT SURVEY ACCURATE

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 7

SUBJECT: Consider awarding a bid for the Construction of 6th Avenue Waterline Replacement (HWY 50-Woodland Street to Lincoln Street).

RECOMMENDATION: Staff recommends awarding this project to Middlecreek Corporation for the bid amount of \$886,529.00.

BACKGROUND SUMMARY:

At 2:00 p.m. on Tuesday, December 7, 2021, the City Engineer's Office with BG Consultants publicly opened bids on the 6th Avenue Waterline Replacement (HWY 50-Woodland Street to Lincoln Street) City Project WM2101. There were two (2) bidders out of four (4) plan holders. The following are the bids received and the BG Consultants' Engineer's Estimate.

Contractor	Bid Amount
Middlecreek Corporation	\$886,529.00
Nowak Construction	\$987,585.40
Engineer's Estimate	\$862,365.00

Attached is the complete project bid tabulation for bids received.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

Emporia, Kansas
6th Ave Waterline Improvements
Engineer's Opinion of Cost
21-1252E
December 7, 2021

6th Avenue (WM 2101)				Engineers Estimate		Middlecreek Corporation		Nowak Construction	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$45,000.00	\$45,000.00	\$29,000.00	\$29,000.00	\$43,420.00	\$43,420.00
2	Construction Staking	1	Lump Sum	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,539.00	\$7,539.00
3	Clearing and Grubbing	1	Lump Sum	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$41,915.00	\$41,915.00
4	Seeding	1	Lump Sum	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,005.00	\$1,005.00
5	Erosion Control	1	Lump Sum	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,513.00	\$2,513.00
6	Traffic Control	1	Lump Sum	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00	\$55,285.00	\$55,285.00
7	10" Waterline (In Place)	70	Lin. Ft.	\$90.00	\$6,300.00	\$210.00	\$14,700.00	\$12.50	\$14,875.00
8	8" Waterline (In Place)	2,340	Lin. Ft.	\$85.00	\$198,900.00	\$66.00	\$154,440.00	\$154.50	\$361,530.00
9	8" Waterline (Carrier Pipe)(Bore)	47	Lin. Ft.	\$120.00	\$5,640.00	\$190.00	\$8,930.00	\$149.50	\$7,026.50
10	6" Waterline (In Place)	67	Lin. Ft.	\$65.00	\$4,355.00	\$115.00	\$7,705.00	\$226.50	\$15,175.50
11	4" Waterline (In Place)	25	Lin. Ft.	\$60.00	\$1,500.00	\$90.00	\$2,250.00	\$201.00	\$5,025.00
12	10" Gate Valve w/ Box	1	Each	\$4,000.00	\$4,000.00	\$4,650.00	\$4,650.00	\$3,920.00	\$3,920.00
13	8" Gate Valve w/ Box	23	Each	\$2,500.00	\$57,500.00	\$3,094.00	\$71,162.00	\$2,618.00	\$60,214.00
14	2" Gate Valve w/ Box	1	Each	\$900.00	\$900.00	\$1,216.00	\$1,216.00	\$1,307.00	\$1,307.00
15	Connect to Existing Waterline	14	Each	\$7,500.00	\$105,000.00	\$7,000.00	\$98,000.00	\$1,967.00	\$27,538.00
16	5-1/4" Fire Hydrant Setting	10	Each	\$6,000.00	\$60,000.00	\$7,471.00	\$74,710.00	\$6,966.00	\$69,660.00
17	16" Steel Casing	18	Lin. Ft.	\$500.00	\$9,000.00	\$397.00	\$7,146.00	\$374.00	\$6,732.00
18	5/8" Service Assembly (In Place)	9	Each	\$800.00	\$7,200.00	\$790.00	\$7,110.00	\$1,742.00	\$15,678.00
19	1" HDPE Servceline (In Place)	54	Lin. Ft.	\$30.00	\$1,620.00	\$45.00	\$2,430.00	\$46.50	\$2,511.00
20	1" HDPE Servceline (Bored)	228	Lin. Ft.	\$50.00	\$11,400.00	\$55.00	\$12,540.00	\$34.80	\$7,934.40
21	2" Waterline (Bore)	31	Lin. Ft.	\$60.00	\$1,860.00	\$60.00	\$1,860.00	\$68.10	\$2,111.10
22	Remove and Replace Surfacing (Concrete Pavement (AE)(9")	1,421	Sq. Yd.	\$95.00	\$134,995.00	\$129.00	\$183,309.00	\$86.50	\$122,916.50
23	Remove and Replace Surfacing (Concrete)(6")	10	Sq. Yd.	\$75.00	\$750.00	\$155.00	\$1,550.00	\$110.50	\$1,105.00
24	Remove and Replace Surfacing (Curb and Gutter)	110	Lin. Ft.	\$60.00	\$6,600.00	\$72.00	\$7,920.00	\$65.80	\$7,238.00
25	Remove and Replace Surfacing (Concrete Sidewalk)	21	Sq. Yd.	\$70.00	\$1,470.00	\$60.00	\$1,260.00	\$90.90	\$1,908.90
26	Flowable Fill	851	Cu. Yds	\$125.00	\$106,375.00	\$91.00	\$77,441.00	\$100.50	\$85,525.50
27	Abandon Existing Valve Manhole	8	Each	\$1,500.00	\$12,000.00	\$900.00	\$7,200.00	\$1,344.00	\$10,752.00
28	Abandon Existing Valve	10	Each	\$500.00	\$5,000.00	\$300.00	\$3,000.00	\$231.00	\$2,310.00
29	Abandon Existing Fire Hydrant	5	Each	\$500.00	\$2,500.00	\$700.00	\$3,500.00	\$583.00	\$2,915.00
Subtotal 6th Ave (WM 2101)					\$862,365.00		\$886,529.00		\$987,585.40

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 8

SUBJECT: Consider Awarding Funston Street and 5th Avenue Paving Improvements (5th Avenue to 6th Avenue & Funston Street to Sunnyslope Street), Project Number PV2008.

RECOMMENDATION: Staff recommends awarding this project to Burlington Construction for the concrete bid amount of \$524,089.10.

BACKGROUND SUMMARY:

At 3:00 p.m. on Tuesday, December 7, 2021, the City Engineer's Office opened bids on the Funston Street (5th Avenue to 6th Avenue) and 5th Avenue (Funston Street to Sunnyslope Street) Paving Improvements City Project PV2008. The City had three (3) bidders out of two (2) plan holders. Contractors had the option of bidding asphalt, concrete, or both. The following are bids received and the Engineer's Estimate for both concrete and asphalt bid options.

Contractor	Asphalt Bid	Concrete Bid
APAC Kansas Sheers	\$553,760.84	<i>n/a</i>
Burlington Construction	<i>n/a</i>	\$524,089.10
Vogts-Parga Construction	<i>n/a</i>	\$573,814.35
Engineer's Estimate	\$525,868.00	\$545,338.00

Attached is the complete project bid tabulation for bids received.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

CITY OF EMPORIA, KS
 BID TABULATION
 FOR THE PAVING IMPROVEMENTS OF FUNSTON STREET & FIFTH AVE PAVING
 (5th Ave. to 6th Ave.) & (Funston St. to Sunnyslope St.)
 PV2008

Bids Opened:
 3:00pm on 12/07/21

			APAC		BURLINGTON CONST.		VOGTS PARGA CONST.		CITY ENGINEER'S	
			ESTIMATE		ESTIMATE		ESTIMATE		ESTIMATE	
Concrete Base Bid:			Unit	Total	Unit	Total	Unit	Total	Unit	Total
Quantity	Units	Description								
1	L.S.	Mobilization		\$0.00	\$25,000.00	\$80,000.00	\$80,000.00	\$35,000.00	\$35,000.00	\$35,000.00
1	L.S.	Contractor Construction Staking		\$0.00	\$30,000.00	\$5,675.00	\$5,675.00	\$10,000.00	\$10,000.00	\$10,000.00
1	L.S.	Removal of Existing Structures		\$0.00	\$11,330.00	\$19,500.00	\$19,500.00	\$5,000.00	\$5,000.00	\$5,000.00
1	C.Y.	Foundation Stabilization (Set Price)		\$0.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1,054	C.Y.	Common Excavation		\$0.00	\$41.03	\$43,245.62	\$25.15	\$26,508.10	\$25.00	\$26,350.00
63	C.Y.	Pavement Removal		\$0.00	\$61.16	\$3,853.08	\$100.00	\$6,300.00	\$60.00	\$3,780.00
2	Ea	Storm Sewer Manhole (Precast)		\$0.00	\$4,026.00	\$8,052.00	\$5,215.00	\$10,430.00	\$4,500.00	\$9,000.00
5	Ea	Inlet (Type 22 Curb) (Precast)		\$0.00	\$4,026.00	\$20,130.00	\$4,725.00	\$23,625.00	\$4,500.00	\$22,500.00
27	L.F.	Storm Sewer (12" RCP)		\$0.00	\$79.31	\$2,141.37	\$92.50	\$2,497.50	\$60.00	\$1,620.00
55	L.F.	Storm Sewer (15" RCP)		\$0.00	\$60.06	\$3,303.30	\$124.85	\$6,866.75	\$75.00	\$4,125.00
656.0	L.F.	Storm Sewer (18" RCP)		\$0.00	\$44.99	\$29,513.44	\$68.00	\$44,608.00	\$75.00	\$49,200.00
8	L.F.	Storm Sewer (6" PVC)		\$0.00	\$70.40	\$563.20	\$100.00	\$800.00	\$60.00	\$480.00
105	C.Y.	Compaction of Earthwork (Type B) (MR-90)		\$0.00	\$6.60	\$693.00	\$35.00	\$3,675.00	\$6.00	\$630.00
543.0	C.Y.	Compaction of Earthwork (Type A) (MR 5-5)		\$0.00	\$18.15	\$9,855.45	\$15.00	\$8,145.00	\$12.00	\$6,516.00
1	MGAL	Water (Grading) (Set Price)		\$0.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
1	MGAL	Water (Aggregate Base) (Set Price)		\$0.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
921	TONS	Combined Material (AB-3) (5" Compacted)		\$0.00	\$37.84	\$34,850.64	\$38.00	\$34,998.00	\$30.00	\$27,630.00
1,825	L.F.	Curb and Gutter (2'-6" Combined) (AE)		\$0.00	\$29.00	\$52,925.00	\$23.50	\$42,887.50	\$32.00	\$58,400.00
2,262	TONS	Concrete Pavement (8" Uniform) (NRDU) (AE)		\$0.00	\$78.50	\$177,567.00	\$72.00	\$162,864.00	\$85.00	\$192,270.00
415	S.Y.	Concrete Pavement (6" Uniform) (Reinforced) (AE)		\$0.00	\$60.00	\$24,900.00	\$79.50	\$32,992.50	\$80.00	\$33,200.00
204	S.Y.	Concrete Pavement (8" Uniform) (Reinforced) (AE)		\$0.00	\$78.50	\$16,014.00	\$92.00	\$18,768.00	\$95.00	\$19,380.00
3	Ea	Mailbox (Relocation)		\$0.00	\$100.00	\$300.00	\$300.00	\$900.00	\$350.00	\$1,050.00
272	S.Y.	Sidewalk Construction (4") (AE)		\$0.00	\$45.00	\$12,240.00	\$58.50	\$15,912.00	\$60.00	\$16,320.00
29	S.Y.	ADA Sidewalk Ramp		\$0.00	\$225.00	\$6,525.00	\$175.00	\$5,075.00	\$250.00	\$7,250.00

CITY OF EMPORIA, KS
 BID TABULATION
 FOR THE PAVING IMPROVEMENTS OF FUNSTON STREET & FIFTH AVE PAVING
 (5th Ave. to 6th Ave.) & (Funston St. to Sunnyslope St.)
 PV2008

Bids Opened: 3:00pm on 12/07/21											
200	L.F.	Temporary Slope Barrier (Silt Fence)		\$0.00	\$5.00	\$1,000.00	\$6.45	\$1,290.00	\$7.50	\$1,500.00	
5	Ea.	Temporary Inlet Sediment Barrier		\$0.00	\$100.00	\$500.00	\$192.00	\$960.00	\$220.00	\$1,100.00	
1	C.Y.	Sediment Removal (Set Price)		\$0.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	
1	L.S.	Seeding, Fertilizer and Mulching		\$0.00	\$1,500.00	\$1,500.00	\$6,450.00	\$6,450.00	\$4,000.00	\$4,000.00	
1	L.S.	Traffic Control		\$0.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	
TOTAL AMOUNT OF CONCRETE BASE BID:				\$0.00		\$524,089.10		\$573,814.35		\$545,388.00	
Asphalt Base Bid:											
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
1	L.S.	Mobilization	\$34,448.07	\$34,448.07		\$0.00		\$0.00	\$50,000.00	\$50,000.00	
1	L.S.	Contractor Construction Staking	\$7,880.54	\$7,880.54		\$0.00		\$0.00	\$10,000.00	\$10,000.00	
1	L.S.	Removal of Existing Structures	\$12,315.39	\$12,315.39		\$0.00		\$0.00	\$5,000.00	\$5,000.00	
1	C.Y.	Foundation Stabilization (Set Price)	\$40.00	\$40.00		\$0.00		\$0.00	\$40.00	\$40.00	
1,316	C.Y.	Common Excavation	\$44.60	\$58,693.60		\$0.00		\$0.00	\$25.00	\$32,900.00	
63	C.Y.	Pavement Removal	\$138.29	\$8,712.27		\$0.00		\$0.00	\$60.00	\$3,780.00	
2	Ea	Storm Sewer Manhole (Precast)	\$4,376.15	\$8,752.30		\$0.00		\$0.00	\$4,500.00	\$9,000.00	
5	Ea	Inlet (Type 22 Curb) (Precast)	\$4,376.15	\$21,880.75		\$0.00		\$0.00	\$4,500.00	\$22,500.00	
27	L.F.	Storm Sewer (12" RCP)	\$86.21	\$2,327.67		\$0.00		\$0.00	\$60.00	\$1,620.00	
55	L.F.	Storm Sewer (15" RCP)	\$65.28	\$3,590.40		\$0.00		\$0.00	\$75.00	\$4,125.00	
656	L.F.	Storm Sewer (18" RCP)	\$48.90	\$32,078.40		\$0.00		\$0.00	\$75.00	\$49,200.00	
8	L.F.	Storm Sewer (6" PVC)	\$76.52	\$612.16		\$0.00		\$0.00	\$60.00	\$480.00	
105	C.Y.	Compaction of Earthwork (Type B) (MR-90)	\$7.17	\$752.85		\$0.00		\$0.00	\$6.00	\$630.00	
543	C.Y.	Compaction of Earthwork (Type A) (MR 5-5)	\$19.73	\$10,713.39		\$0.00		\$0.00	\$12.00	\$6,516.00	
1	MGAL	Water (Grading) (Set Price)	\$6.00	\$6.00		\$0.00		\$0.00	\$6.00	\$6.00	
1	MGAL	Water (Aggregate Base) (Set Price)	\$6.00	\$6.00		\$0.00		\$0.00	\$6.00	\$6.00	
921	TONS	Combined Material (AB-3) (5" Compacted)	\$41.13	\$37,880.73		\$0.00		\$0.00	\$30.00	\$27,630.00	
1,825	L.F.	Curb and Gutter (2'-6" Combined) (AE)	\$32.07	\$58,527.75		\$0.00		\$0.00	\$30.00	\$54,750.00	
1,630	TONS	HMA (Commercial Grade) (Class A)	\$99.11	\$161,549.30		\$0.00		\$0.00	\$95.00	\$154,850.00	

CITY OF EMPORIA, KS
 BID TABULATION
 FOR THE PAVING IMPROVEMENTS OF FUNSTON STREET & FIFTH AVE PAVING
 (5th Ave. to 6th Ave.) & (Funston St. to Sunnyslope St.)
 PV2008

Bids Opened: 3:00pm on 12/07/21									
415	S.Y.	Concrete Pavement (6" Uniform) (Reinforced) (AE)	\$81.28	\$33,731.20	\$0.00	\$0.00	\$0.00	\$80.00	\$33,200.00
204	S.Y.	Concrete Pavement (8" Uniform) (Reinforced) (AE)	\$103.02	\$21,016.08	\$0.00	\$0.00	\$0.00	\$95.00	\$19,380.00
3	Ea.	Mailbox (Relocation)	\$478.27	\$1,434.81	\$0.00	\$0.00	\$0.00	\$350.00	\$1,050.00
272	S.Y.	Sidewalk Construction (4") (AE)	\$64.52	\$17,549.44	\$0.00	\$0.00	\$0.00	\$60.00	\$16,320.00
29	S.Y.	ADA Sidewalk Ramp	\$244.57	\$7,092.53	\$0.00	\$0.00	\$0.00	\$250.00	\$7,250.00
200	L.F.	Temporary Slope Barrier (Silt Fence)	\$9.70	\$1,940.00	\$0.00	\$0.00	\$0.00	\$7.50	\$1,500.00
5	Ea.	Temporary Inlet Sediment Barrier	\$216.83	\$1,084.15	\$0.00	\$0.00	\$0.00	\$220.00	\$1,100.00
1	C.Y.	Sediment Removal (Set Price)	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00	\$35.00
1	L.S.	Seeding, Fertilizer and Mulching	\$1,885.47	\$1,885.47	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00
1	L.S.	Traffic Control	\$7,224.59	\$7,224.59	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00
TOTAL AMOUNT OF ASPHALT BASE BID:				<u>\$553,760.84</u>	<u>\$0.00</u>		<u>\$0.00</u>		<u>\$525,868.00</u>

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 9

SUBJECT: Consider Approval of Design and Construction Services Contract with KLM Engineering for the 12th Avenue Elevated Storage Tank Rehabilitation.

RECOMMENDATION: Staff recommends the approval of the proposal for design and construction services on the 12th Avenue Elevated storage tank from KLM Engineering in the amount of \$85,610.00.

BACKGROUND SUMMARY:

As discussed in the study session, on December 8th, staff would like to contract KLM Engineering to design the plans and specifications for the rehabilitation of the 12th Avenue Elevated storage tank, as well as manage and inspect the work during construction. They performed the inspection on the tank, so they understand what is needed to recondition the tank. KLM Engineering can design and inspect the much-needed rehabilitation, and public works staff would like to contract with them for these services. They would be able to change the logo on the elevated storage tank, however, to include it in this project, the design would need to be finalized four (4) to six (6) weeks from the start of rehabilitation design. The cost of design is \$15,000.00, construction management is not to exceed \$6,570.00, construction observation is not to exceed \$60,290.00, and one-year warranty inspection is \$3,750.00. Total lump sum cost for the KLM Engineering's services is \$18,750.00, and total not to exceed cost is \$66,860.00. The rehabilitation project is estimated to cost approximately \$1,100,000.00. This project would be funded by the first State Revolving Fund loan.

Attachments: KLM Engineering Proposal

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

December 10,
2021

Proposal for
Reconditioning Services



Emporia, Kansas 1,000,000-Gallon 12th Ave. Water Tower

December 10 2021

Mr. Dean Grant
Director of Public Works
City of Emporia
1220 Hatcher
Emporia, KS 66801

Dear Mr. Grant,

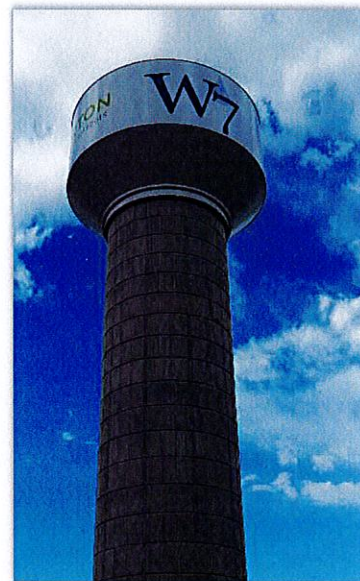
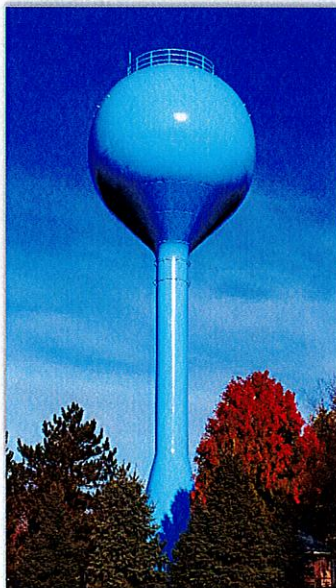
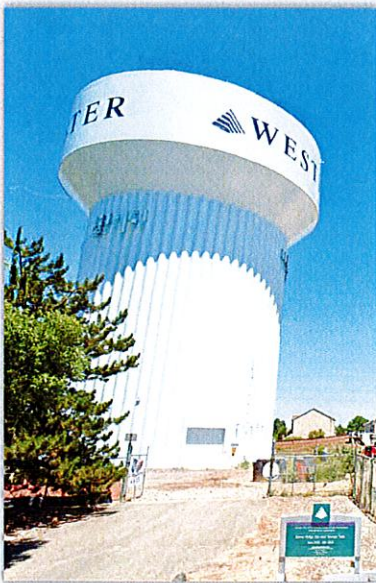
Thank you for the opportunity to submit this proposal to provide engineering and inspection services during the rehabilitation of the 1,000,000-gallon 12th Ave. Water Tower in Emporia, KS.

KLM has a staff with the most credentials associated with AWS welding and NACE coating inspections of water storage tanks in the five-state area. When it comes to quality inspections on water towers, KLM sets the standard that other companies try to duplicate. Our dedication to quality inspections can be seen nationally as our projects are represented each year in Tnemec's Tank of the Year calendar contest.

Westminster, Colorado

Sioux Falls, South Dakota

Water District 7, Kansas



KLM's personnel have been working on water towers since the 1970s. We have tanks that were constructed and painted in the mid-1980s that are just coming up on their first reconditioning. KLM anticipates the tower's coating systems will be in service 22-30 years. This is due to KLM professionals trained to perform proper inspections and holding contractors accountable for quality workmanship.

Our inspections are performed by a professional staff with current and proper credentials. Our inspectors who, work directly under our Structural Engineer and Project Supervisor are certified as both NACE and AWS inspectors. Each employee takes ownership of their project. Our professional staff has a combined 150 years of experience and have successfully completed over 500 rehabilitations of water towers of various sizes. The KLM staff is fluent in the current codes and standards for new and reconditioned water tower projects.

KLM inspectors climb the towers daily to accept or reject the workmanship of the day. The main reason owners hire a professional consultant is to protect the owner's investment. The average tank without a professional inspection usually needs to be repaired after fifteen years compared to KLM projects, which are lasting 20 or more years.

No firm receives respect from tank contractors and subcontractors like KLM. Our role is to provide quality assurance and enforce the specification. KLM is very thorough with our documentation of what and how the work is being performed each day.

KLM would like to assist you with our expertise on quality control which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,



KLM ENGINEERING, INC.

Tom Quammen
West Central Regional Manager
5100 West 95th Street
Prairie Village, Kansas 66207
Cell: 913-291-9076
Fax: 651-773-5222
Email: tquammen@klmengineering.com

U:\Proposals\1. Proposal Masters\Reconditioning Proposal\West Central\2.0 Cover Letter.Docx

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DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of DeKalb. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.



Proposal

Project Understanding

KLM Engineering will provide a complete project manual; technical specifications, bid-documents, project administration, project management and construction observation service for the reconditioning of the 1.0 MG 12th Ave. Water Tower.

Benefits to the City of Emporia

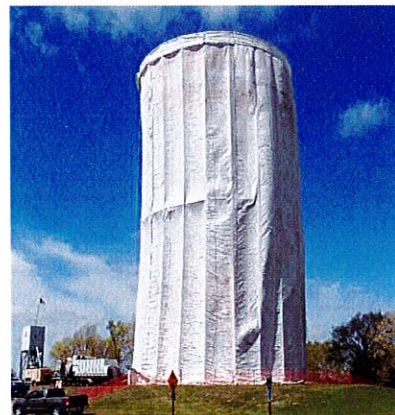
- Today's protective coating systems are designed to last 20-25 years with only minor maintenance. Tight project specifications and full-time inspections give the coating systems the opportunity to realize their intended service life.
- KLM proposes to prepare a specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The KLM specifications will mitigate requests for change orders during reconditioning.
- Welding and full time NACE Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM's inspectors monitor workmanship during all phases of work to verify the contractor's work meets the specification. Utilizing this process, maintenance costs will be reduced by decreasing the number of reconditioning cycles over the life of the tank.
- Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect project performance. To initiate the project correctly, KLM's project management assures that a qualified contractor is retained at an appropriate cost.

KLM Work Plan

Upon execution of an agreement, KLM proposes the following schedule to perform the work:

Emporia City council approval:

1. Design Services
Completed by KLM
2. Construction Management and Inspection Services
Completed by KLM
3. Warranty Inspection
ROV completed per contract



Design

KLM will also perform at a minimum, the following related specification services:

- Meet with the owner to review plans and specifications.
- Produce preliminary and completed copies of the specifications for the owner.
- Provide an updated cost estimate.
- Advertise specifications on Quest CDN.
- Attend and facilitate a mandatory pre-bid meeting.
- Issue specification to bidders and respond (in writing) to bidder questions.
- Tabulate results for Owner's.
- Evaluate contractors' bid proposals for conformance to the specification.
- Recommend (in writing) to Owner the low, qualified bidder(s).
- Prepare Notice of Award and contract Agreement (forward to Owner).

Specifications

Project Requirements

This section includes the City's requirements, complete description of the project, project schedule, execution of contract documents; notice to proceed, project meetings and quality assurance.

Scope of Work: Project Specifications

The project specifications will include:

Advertisements for Bids

This section provides a detailed description of the project and meets the requirements for legal advertisements.

Instruction to Bidders

This section provides precise instructions to bidders including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.

Bid Forms

This section contains the bid proposals, construction time frame alternate bid proposals, legal requirements, and the bidder and subcontractor qualification forms.

Project Requirements

This section includes a complete description of the project, project schedule(s), execution of contract documents; notice to proceed, project meetings, quality assurance, liquidated damages, and legal and technical requirements for executing the scope of work.

Technical Specifications

This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, surface coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, superintendent, inspection of work, sterilization of tank interiors, and containment plan.

Supplemental Conditions

This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

General Conditions

This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

Contract Documents

This section provides the form of agreement to be used between the Owner and Contractor.

Payment and Performance Bond

Bonds for payment and performance are required for this project, as specified by state law.

Appendix A: Photos

This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank, and the scope of work involved.

Appendix B: Drawings

This section includes drawings, which define structural repairs or modifications and welding definitions.

Appendix C: Surface Preparation Requirements

This section references excerpts from NACE Standard Practice SP0178-2007 Standard Practice: Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

Appendix D: Paint Chip Lead Test Results

This section contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

Appendix E: Lettering and Logo (optional)

If required, this section includes drawings of any required lettering and logo.

Construction Services

Construction Administration

The project manager and project supervisor work together on managing the project. The project supervisor does the initial review of the submittals and communicates with the inspector daily to help enforce the project specifications as necessary. The supervisor is the main contact between the contractor representative and the Owner. The manager does the final review of the submittals and will assist the supervisor as required.

Construction management consists of the following:

- Attend and facilitate preconstruction conference.
- Removal of cellular equipment.
- Periodically perform on-site review of project's work status and report to the owner.
- Coordinate progress meetings as necessary.
- Review of meeting minutes.
- Review and approve of the contractor's submittals:
 - 1. Drawing reviews
 - 2. Welder Certifications
 - 3. Welder Qualifications
 - 4. Welding Procedures
 - 5. Coating Materials Submittal
 - 6. TLCP Sampling Plan
- Scheduling of inspections.
- Project close out administration.
- Establishes warranty date.
- Review of inspector's daily documentation.
- Process change orders.
- Prepare monthly payment request forms.

Construction Observation

The **full-time** inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure conformance to the project specification.

At a minimum, the field inspections will include the following:

- A preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- Monitor and approval of the structural repairs and modifications for conformance to the specifications.
- Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.

- Approve surface preparation samples.
- Record the contractor's progress for adherence to the construction schedule.
- Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
- Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- Monitor punch list items and subsequent corrective action by the contractor.
- Final inspection, substantial completion, and project acceptance.

Warranty Inspection

KLM proposes to perform an ROV warranty inspection on the referenced tank prior to the expiration of the performance bonded two (2) year warranty. The warranty inspection will include an inspection report. Prior to the warranty expiration, KLM will request verification to proceed with the warranty inspection under the terms of this contract. The fixed fee does not include any necessary warranty repair work required.

Deliverables

The **City of Emporia** owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically unless indicated hard copy.

- | | |
|--------------------------------------|----------------------------------|
| ▪ Professional Engineering | ▪ Daily Logs & Weather Logs |
| ▪ Certified plans and specifications | ▪ Surface Preparation |
| ▪ State Regulatory documentation | ▪ Daily Digital Photos |
| including permitting, State | ▪ Weekly Summary & Progress |
| Agency or Department of Health, | Meeting |
| TCLP Testing and Waste | ▪ Project Acceptance Certificate |
| Tracking | ▪ Warranty Inspection Report |
| ▪ Contractor Submittals | Owner & Contractor) |

Proposal Summary

KLM Engineering estimates this to be a 10-week project for the contractor with 9-weeks of inspection services. KLM will manage the water tower rehabilitation with comprehensive specifications, engineering, project management, welding inspection, coating inspection, and an ROV warranty inspection as detailed below.

Cost Summary

1. Design Services	Fixed	\$15,000.00
2. Construction Management	Not to Exceed	\$6,570.00
3. Construction Observation	Not to Exceed	\$60,290.00
Total Estimated KLM Cost in 2022/23		\$81,860.00
4. Warranty Inspection 2024/25	Fixed	\$3,750.00

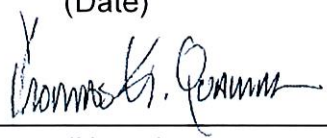
Why Use KLM

KLM Engineering, Inc. has been evaluating and providing reconditioning engineering and inspection services on water tanks and towers for over 25 years. KLM is the leader in providing engineering and inspection services during reconditioning of towers greater than 100,000-gallons in the Upper Midwest. Our reference list has customers including the US Military, Indian Health Services, Multiple States and municipalities ranging from coast to coast and beyond-including Hawaii, and Canada.

Agreement

This proposal is valid for sixty (60) days from December 10, 2021. If City of Emporia finds this proposal acceptable, please sign and return by mail, fax, or email. We can begin work immediately once an agreement has been executed based on the project work schedule.

This agreement, between the City of Emporia and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Emporia,
(Name)	(Title)	Kansas
_____	_____	_____
(Date)		
	West Central Regional Manager	KLM Engineering, Inc.
(Name)	(Title)	Prairie Village, Kansas

December 10, 2021
(Date)

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Tom Quammen
West Central Regional Manager
5100 West 95th Street
Prairie Village, Kansas 66207
Cell: 913-291-9076
Fax: 651-773-5222
Email: tquammen@klmengineering.com

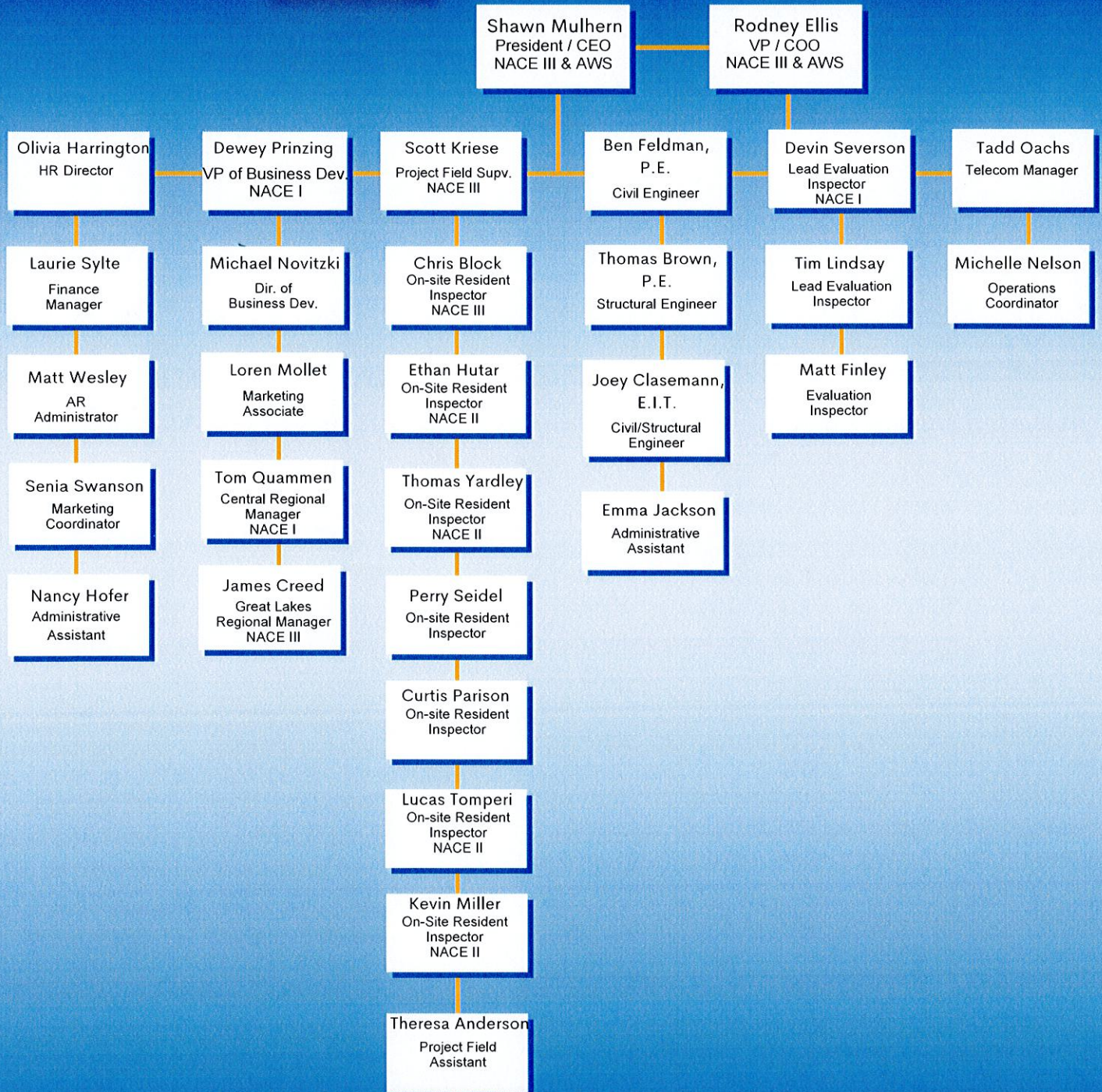


Project Team



KLM Project Team Chart

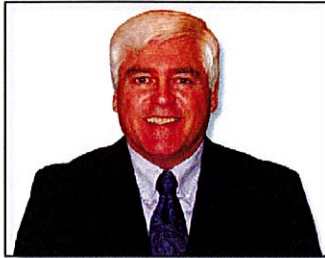
When you hire KLM, you hire a team of water tower specialists.



All inspectors work directly under a Professional Engineer and a NACE Certified Project Supervisor.

Project Team

To provide a combination of client satisfaction and industry expertise, KLM has assembled a staff specific to the needs of our clients. The Project Team, listed in the organizational chart on the previous page, work year-round, with current projects booked into 2021 and beyond. In addition, KLM's staff have an extensive knowledge base, specializing in water storage systems, whether it be inspection, recondition, coatings, new tanks, or telecommunications. To ensure each project is held to the highest of standards, our team consists of Professional Engineers and certified inspectors by the National Association of Corrosion Engineers (NACE) and American Welding Society (AWS). Further details on the expertise of KLM's project team can be found in the preceding pages.



SHAWN MULHERN - PRESIDENT/ CEO/ PRINCIPAL OWNER

Mr. Mulhern has been inspecting, testing, and evaluating water towers for over 36 years. He has been involved in the inspection of over 300 elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 120 million gallons. Shawn is a NACE Level III Certified Coatings Inspector and an American Welding Society (AWS) Associate Welding Inspector. He is also an avid volunteer and educational presenter nation-wide.

EXPERIENCE & EDUCATION

- American Water Works Association
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- 2018 AWWA Benjamin G. Mason Award of Excellence
- AEC Engineering, Inc. | Coating Systems Supervisor
- Neumann Company Contractors, Inc. | Journeyman Painter
- NACE Successful Coating & Lining of Concrete
- Supervisory Leadership | Wilson Learning
- 3M Safety Training Program
- Tnemec Protective Services Seminar
- Industrial Technology | UW-Stout
- NACE III Inspector | No. 1293
- AWS- Welding Inspector No. 89040022
- OSHA Lead Abatement
- NDE Level II TU, PT, MT and vacuum box



RODNEY ELLIS - VICE PRESIDENT/ COO/ PRINCIPAL OWNER

Mr. Ellis has extensive experience working with a wide range of municipalities, military, and industrial facilities. He has worked on hundreds of water storage reservoirs, lead abatement projects, industrial tank reconditioning projects, water treatment plants, and bridges over the past 29 years. Rodney is a NACE Level III Certified Coatings Inspector, and an AWS Certified Welding Inspector. Rodney offers significant benefits to clients because of his work with all types of contractors on many types of complex projects.

EXPERIENCE & EDUCATION

- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- AEC Engineering, Inc. | NACE Coatings Inspector
- Neumann Company Contractors, Inc. | Industrial Sandblaster & Painter
- Mount Scenario College
- NACE III Inspector | No. 1686
- AWS- Welding Inspector No. 95040714
- API 653 | Above ground storage tank inspection
- NDE Level II TU, PT, MT, and vacuum box
- OSHA 10

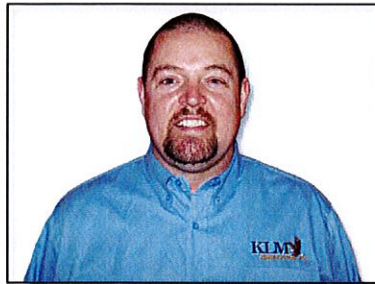


BEN FELDMAN, P.E. - CIVIL ENGINEER

Mr. Feldman has worked in both the private and public sector starting out his career as an engineer and project manager with the Midwest leader in design of state-of-the-art municipal facilities and other complexes. Ben's project experience ranges from treatment plants, pump stations to distribution studies and maintenance plans. He is also an active member of Minnesota section AWWA as Board Secretary-Treasurer for over four years. Ben provides KLM's clients with creative, cost-effective solutions, exceptional service, and a level of quality as if it were his own.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- St. Paul Regional Water Services | Civil III
- SRF Consulting Group, Inc. | Field Engineer
- Anderson-Johnson Associates, Inc. | Project Manager
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 49598
- Colorado License | No. 0057334
- OSHA 10



SCOTT KRIESE - PROJECT FIELD SUPERVISOR

Mr. Kriese is a NACE Level III Certified Coatings Inspector with fourteen years of experience on projects including surface preparation, coating application, and inspection services during reconditioning, new tank construction, and structural repairs on water storage tanks and towers. Scott is currently a Project Field Supervisor overseeing NACE inspectors who are performing daily inspections of new and reconditioned water storage tanks. Scott has provided resident inspection services or oversight on hundreds of potable water and fire protection tanks during his tenure at KLM.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- KLM Engineering, Inc. | Project Field Supervisor
- NACE III Inspector | No. 11236
- OSHA 10



DEWEY PRINZING - VP OF BUSINESS DEVELOPMENT

Mr. Prinzing has been in the construction, inspection, testing, and evaluation industry for more than twenty years. He has been involved in the inspection of elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 3 million. Dewey transitioned his knowledge as a NACE Inspector to his current role in sales. In sales, Dewey successfully assists clients with their various needs whether it be on rehabilitation, new tank construction, structural repairs, evaluations, tank cleaning, or mixing.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- Southwest Manufacturing, Inc. | Regional Sales Manager
- Otte Log Homes | Carpenter
- NACE I Inspector | No. 44811



MICHAEL NOVITZKI - DIRECTOR OF BUSINESS DEVELOPMENT

Mr. Novitzki has been in the sales and marketing industry for over four years. Since joining KLM, Michael has been able to utilize his skills in sales to excel in the water storage industry with a desire to assist communities of all different sizes. Michael has been involved in projects ranging from 50,000 to over one million gallons. Michael's goal to make sure every community has a positive experience regarding their water storage tank is evident in his superior workmanship and making sure the needs of his clients are taken care. He is also a valued member of the AWWA Young Professionals and a MAC Committee liaison.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- Water Industry Professionals
- First Financial | Director of Sales & Business Development
- New York Life | Financial Advisor
- Target Corporate | Merchandise Analyst
- Holy Cross College | Bachelor of Arts & Science-Finance, Marketing & Spanish
- Series 6
- MRWA Operator Training



JAMES CREED - GREAT LAKES REGIONAL SALES MANAGER

Mr. Creed is the Regional Manager located in our New Lennox, Illinois office. He has a combined 30+ years in the coatings industry primarily in General Industrial, OEM, Marine, Protective Coatings and Linings. The knowledge and understanding of protective coatings, surface preparation, and local, federal, and industry regulations Jim brings to KLM, confirms clients are receiving the most reliable guidance for their assets. Jim is also a NACE Level III Certified Coatings Inspector and SSPC Certified Concrete Coating Inspector.

EXPERIENCE & EDUCATION

- American Water Works Association
- Society for Protective Coatings
- Water Industry Professionals
- National Association for Corrosion Engineers
- The Society for Protective Coatings | Midwest Chapter Board Member
- Carboline Company | Senior Engineer Sales Manager
- Sherwin Williams | Senior Protective Coating Specialist
- NACE III Certified | No. 8970
- SSPC Certified Concrete Coating Inspector | No. 29820
- Engineering Sales Presidents Award | 2017, 2018



TOM QUAMMEN - WEST CENTRAL REGIONAL MANAGER

Mr. Quammen is the Regional Manager located in our Prairie Village, Kansas office. He has a combined 30+ years of water tank/ tower experience, first as a NACE and UT inspector for a small structural engineering firm in Minneapolis, then as a Principal Tnemec Company Representative, first in MN, then CO, ID, MT, NM, NV, UT, and WY. In addition, he has knowledge of structural engineering, extensive protective coatings experience, and ACI/ ICRI training. His skills and experience are an asset to KLM and our clients.

EXPERIENCE & EDUCATION

- American Water Works Association
- KS/MO/CO Rural Water Association
- Water Industry Professionals
- Tnemec Corporate Award (Retired)
- Tnemec Company | Principal, Agency Owner
- AEC Engineers & Designers | Technician
- Twin City Testing | Technician
- Anoka Technical College
- Mankato State University
- CSI CDT

- ICRI Slab Certified



TADD OACHS - TELECOM MANAGER

Mr. Oachs has worked in the telecommunications industry for over 9 years. His knowledge and skill in the field, along with his experience with some of the newest technologies, are an asset to KLM projects. Tadd's extraordinary focus and strategic way of thinking, with his uncanny ability to facilitate clear communication between different teams and departments, is invaluable to completing projects on-time and within budget.

EXPERIENCE & EDUCATION

- St. Cloud University
- Siren Telephone Company | Telecommunications Technician
- CenturyLink | Broadband Technician
- Bear Communications | Installation and Drop Bury Supervisor



LAURIE SYLTE - FINANCE MANAGER

Mrs. Sylte has been in the finance management industry for over 20 years. Of these years, 15 are specific to water storage systems. Laurie excels in project support and budget management for tanks ranging from 25,000 to over a million gallons. She works directly with clients to ensure accounting and budget timelines are met and executed to city and/or council requirements.

EXPERIENCE & EDUCATION

- Somerset Telephone | Finance
- St. Croix Telephone | Finance
- Wisconsin Indian Technical College

DEVIN SEVERSON- LEAD EVALUATIONS INSPECTOR

Mr. Severson is one of KLM's Lead Inspectors, supervising our evaluations team. Devin has been involved with the evaluation of nearly 500 elevated water towers and ground storage reservoirs in 15 states. Devin received his training directly under a NACE III Coating Inspector and currently works under the supervision of a NACE III/AWS Certified Inspector and Structural Engineer. Devin has extensive knowledge with rigging, coating analysis, and destructive/non-destructive testing. Devin's experience with multiple towers has given him the understanding of how to approach information gathering in many different settings. He is also a NACE Level 1 Certified Coatings Inspector.

CERTIFICATIONS

- NACE I Inspector | No. 78234
- OSHA 10

EXPERIENCE

- Joliet, IL | 1 Million-Gallon Rock Run Tower
- Milton, WI | 500,000-Gallon Tower
- Lino Lakes, MN | 1 Million-Gallon Towers No. 1 & 2

TIM LINDSAY- LEAD EVALUATIONS INSPECTOR

Mr. Lindsay is part of KLM's evaluation team, performing inspections and maintenance services as well as product installations. Tim comes with a strong background in equipment operations and mechanics, which comes in handy with our robotic inspection tools. Tim brings to KLM a strong work ethic, something that is seen by our clients with his onsite professionalism and communication style

TRAINING

- KLM Inspector Training

EXPERIENCE

- University of Notre Dame, IN | 500,000-Gallon Tower No. 1
- MCF Stillwater, MN | 330,000-Gallon Tower
- Durand, WI | 100,000-Gallon Single Pedestal Tower

CHRIS BLOCK- ON-SITE RESIDENT INSPECTOR

Mr. Block has been in the industrial coatings industry for more than 25 years with projects worldwide including the United States and Japan. His project portfolio includes surge tanks, pipelines and million-plus gallon water towers, all adding to his vast knowledge in coatings and tank structures. Chris also holds numerous professional certifications as well as being a NACE Level 3 Coatings Inspector.

TRAINING

- KLM Inspector Training
- NACE III Inspector | No. 69860
- OSHA 30
- CAS Full Intern
- SSPC 14
- C3 & C5 Lead

EXPERIENCE

- Japan | jet fuel tanks
- MN Power
- World of Fun | 3 Million-Gallon Tower

CURTIS PARISON ON-SITE RESIDENT INSPECTOR

As a Coatings Inspector, Mr. Parison has over seven years' experience working on projects nationwide. Curtis is an expert climber/rigger with an extensive background in projects ranging from new construction to reconditioning of elevated water towers and ground storage reservoirs. He is a strong advocate for quality workmanship from the start of the project to completion with a thorough attention to detail.

TRAINING

- KLM Inspector Training
- NACE I Inspector (IT)

EXPERIENCE

- Great Falls, MT | 500,000-Gallon Gore Hill Tower
- Moorhead, MN | 500,000-Gallon Woodlawn Tower
- New England, ND | 200,000-Gallon Tower

PERRY SEIDEL- ON-SITE RESIDENT INSPECTOR

Mr. Seidel has been working in the water storage tank industry for over 15 years, with advanced experience in construction supervision and project management. He has been involved with projects across the United States, with an average of 125 each year. His experience ranges from new construction to rehabilitation of tanks from small to large. His dedication to quality control, safety, and superior project inspection makes him a valued member of the KLM team.

TRAINING

- KLM Inspector Training
- Aerial & Scissor Lift
- Scaffolding Safety Qualification Training
- SAIS Suspended Scaffold Competent Person
- Telehandler Operation Certification
- First Aid/ CPR/ AED
- OSHA 30

EXPERIENCE

- Marshall Archer Daniels Midland (MADM) | 27 tanks
- Cheese Factory, OR
- WAWSA-Ray, ND | 500,000-Gallon Composite



References And Project Profiles

References

The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

Reconditioning Projects:

- Woodlawn Tower
500,000 Gallon Single Pedestal
Owner/ Client: Moorhead Public Service, MN
Contact: Kristofer Knutson, 218-299-5475
***2018 Tnemec Tank of the Year Runner-Up**
- Skyline & Ella Ave Water Tower
750,000 Gallon Elevated Water Tower
Owner: City of Great Falls, MT
Client: AE2S
Contact: Nathan Weisenburger, 406-217-3711
- East Side Tower
500,000 Gallon Elevated Water Tower
Owner/ Client: City of Rosemount, MN
Contact: Dick Howe, 651-322-2041
- Tower No. 1
500,000 Gallon Single Pedestal
Owner: City of Pelican Rapids, MN
Contact: Robert Schlieman, PE (Apex),
218-844-2585
- South Tower
750,000 Gallon Single Pedestal
Owner/ Client: City of Menomonie, WI
Client: Cedar Corp
Contact: Jeremy Hoyt, 715-232-2395
- Mayhew Tower
500,000 Gallon Single Pedestal
Owner/ Client: City of Sauk Rapids, MN
Contact: Craig Nelson, 320-258-5300
- Lexington/ Diffley Reservoir
4,000,000 Gallon Ground Storage Reservoir
Owner/ Client: City of Eagan, MN
Contact: Jon Eaton, 651-675-5215
- West Tower- Keuhn Park Tower
1,500,000 Gallon Composite
Owner/ Client: City of Sioux Falls, SD
Contact: Darin Freese, 605-373-6971
- Zachary Tower
2,000,000 Gallon Toro Spheroid Tower
Owner/ Client: City of Plymouth, MN
Contact: Kevin Mastey, 763-509-5998
- Tower No. 1
50,000 Gallon Hydrocone
Owner/ Client: City of Vermillion, MN
Contact: Marke Peine, 651-248-3108
- Market Center/ Clock Tower
2,000,000 Gallon Composite
Owner/ Client: City of Eden Prairie, MN
Contact: Rick Wahlen, 952-949-8530
***2017 Tnemec Tank of the Year 2nd Runner-Up**
- Tower No. 5 & Tower No. 10
500,000 Gallon Single Pedestal
1 Million Gallon Composite
Owner: City of Fargo, ND
Contact: Troy Hall, 701-541-4180
- Flag Avenue Reservoir
1,500,000 Gallon Underground Reservoir
Owner/ Client: City of St. Louis Park, MN
Contact: Aaron Wiesen, 952-924-2673
- North Tower
750,000 Gallon Hydropillar
Owner/ Client: City of Baxter, MN
Contact: Kevin Cassady, 218-454-511
- Randall Road Tower
1 Million Gallon Single Pedestal
Owner: City of Elgin, IL
Contact: Nora Bertram, 847-931-6744
- Tower No. 1
250,000 Gallon Single Pedestal
Owner/ Client: City of Dodge Center, MN
Contact: Mark Barwald, 507-374-2840
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Wheaton, MN
Contact: Kris Krenz, 320-563-4110
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Otsego, MN
Contact: Brad Belair, 763-441-9163
- Tower No. 1
50,000 Gallon Legged Tower
Owner/ Client: USG Interiors, LLC- Red Wing, MN
Contact: Larry Dettmer, 651-309-8020
- North Tower
500,000 Gallon Double Ellipsoidal
Owner/ Client: City of Crookston, MN
Contact: Brandon Carlson, 218-289-0273

Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed.

Reconditioning Project Profiles:

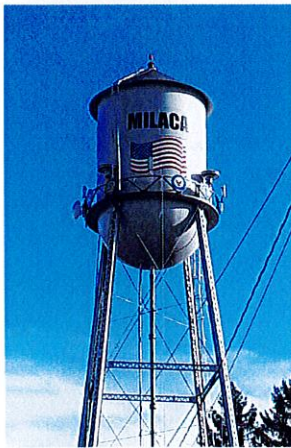


City of Eden Prairie, MN Market Center Tower Reconditioning of: 2,000,000 Gallon Composite

Dates of Service: 2016 Reconditioning

Conditions & Services: The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

***2017 Tnemec Tank of the Year 2nd Runner Up**



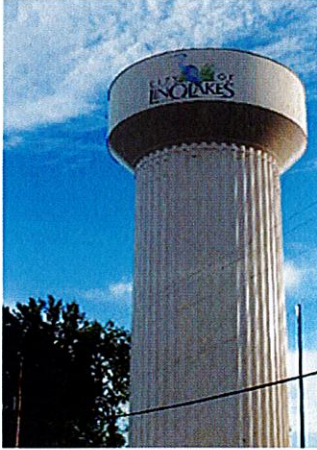
City of Milaca, MN Downtown Tower Exterior Painting of: 50,000 Gallon Elevated Water Tower

Dates of Service: 2019

Conditions & Services: Please review:

Dates of Service: 2019

Conditions & Services: This project was special to KLM Engineering due to the opportunity to partner with the City Council to design a mural to honor the 6 branches of the United States Military. As part of this project, the city provided 6 military emblems to attached to the balcony of the tower to honor each military branch. In addition to the intricate design, this project was extremely difficult due to the tight constraints of the job site and the powerlines surrounding the water tower. KLM worked with Tnemec to determine a proper coating that would adhere to the severely damaged coatings due to extensive corrosion. The coating system that Tnemec recommended which proved to be a success was Tnemec Series 118. In the end the project was a total success, and the City is proud of their memorial to honor the men and women who fought for our freedom.

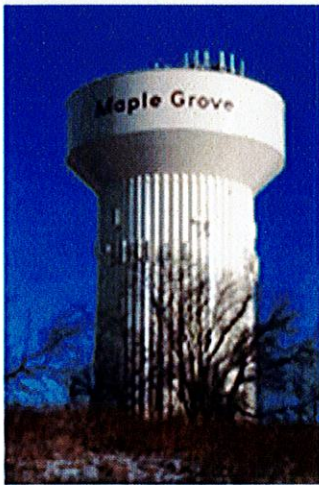


City of Lino Lakes, MN Tower No. 1

Reconditioning of: 1,000,000 Gallon Hydropillar

Dates of Service: 2013 Evaluation, 2016 Reconditioning

Conditions & Services: KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Tnemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.

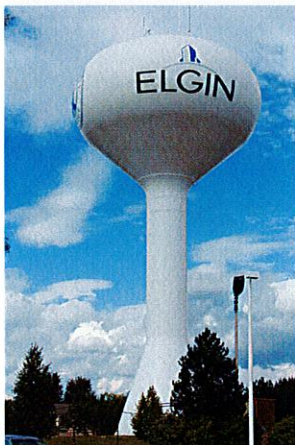


City of Maple Grove, MN Fish Lake Tower

Reconditioning of: 1,500,000 Gallon Hydropillar

Dates of Service: 2011 Mixer, 2014 Evaluation, 2015 Reconditioning

Conditions & Services: This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM's Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.

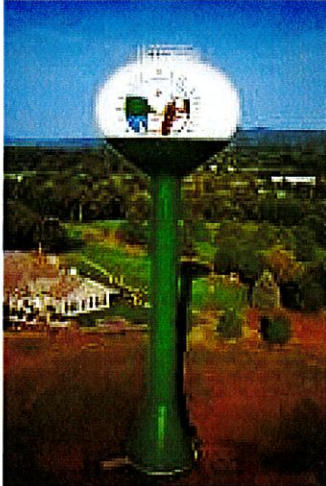


City of Elgin, IL Randall Road Tower

Reconditioning of: 1,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2017 Reconditioning

Conditions & Services: A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.

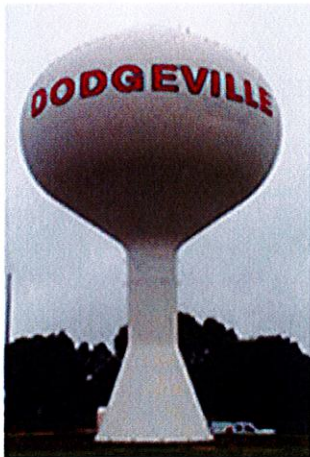


City of Baraboo, WI

Recondition of: 300,000-Gallon Single Pedestal Mine Street Water Tower

Dates of Service: 2012 Evaluation Services, 2015 Reconditioning

Conditions & Services: KLM was selected as the Consulting Engineering to Perform Design Services, Construction Management and Inspection Services during the reconditioning of the Mine Street Water Tower. The high degree of difficulty with this project consisted of extensive structural repairs to bring the tower up to OSHA, AWWA, and the WI DNR regulations.

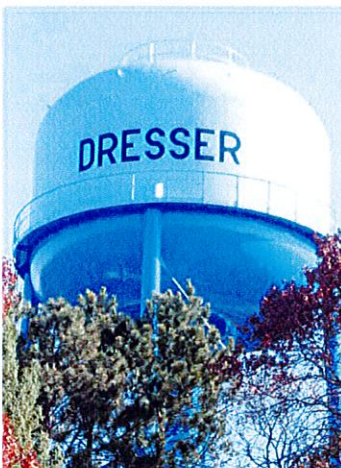


City of Dodgeville, WI

Design Build of: 5,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2016 Design Build

Conditions & Services: KLM was contracted to perform a full reconditioning with structural modifications to bring the tank to OSHA and AWWA compliance. Before the project began, an evaluation was completed documenting the current conditions of the tower. The interior wet and exterior of the tank had a full coating replacement. The interior dry sweating areas also underwent a full coating replacement. The coating system used on this project was based on the most recent technology- a Tnemec coating system with a zinc primer, epoxy intermediate coat, 2nd intermediate coat of urethane and a fluoropolymer topcoat. The project was completed on time and within budget.

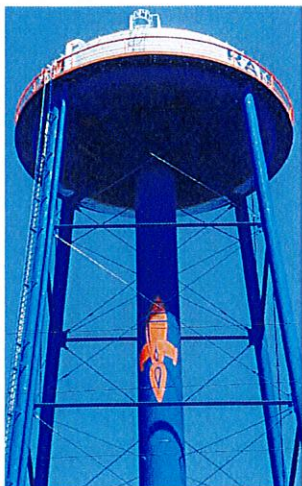


Village of Dresser, WI Water Tower Number One

Reconditioning of: 200,000 Gallon Legged Water Tower

Dates of Service: 2019 Evaluation, 2020 Reconditioning

Conditions & Services: KLM performed an evaluation of the water tower prior to reconditioning. KLM worked with the Village President on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. There was a high degree of difficulty due to the very tight project site. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. As part of this project, KLM Engineering provided the necessary drawings and documents to bring this tower up to OSHA, AWWA and WI DNR Regulations and Standards.



City of Randolph, MN Tower Number One

Evaluation and Reconditioning of: 100,000 Gallon Legged Water Tower

Dates of Service: 2019 Evaluation, 2020 Reconditioning

Conditions & Services: The height of this tower made the working conditions extremely difficult. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. The City chose to make upgrades to the vent, light, added a mixing system and temperature probes along with a the new dynamic color scheme that was a part of this reconditioning project. The logo on the water tower made this project extra challenging because of the placement of the rocket.



St. Olaf College, Northfield, MN

Design Build of: 150,000 Gallon Double Ellipsoid

Dates of Service: 2011 Mixer, 2014 Evaluation Services, 2015 Design Build

Conditions & Services: KLM was selected as the Design Build team to recondition the tower. The high degree of difficulty with this project consisted of extensive structural repairs to bring the tower up to OSHA, AWWA, and Health Standards and the proper removal, and disposal of lead based coatings on the interior and exterior areas of the tower within MPCA regulations. KLM maintained a construction schedule to coincide with the local college summer break in classes. Along with preparing specifications, KLM retained a contractor and provided project construction management, design services, and full-time inspection throughout the duration of the project. The tower was completed to the full requirements of St. Olaf College.

KLM 2021 Fee Schedule

Principal Associate	\$160.00 per hour
Structural Engineering	\$220.00 per hour
Professional Engineering	\$195.00 per hour
Engineer in Training	\$125.00 per hour
Project Manager/Supervisor	\$140.00 per hour
Field Inspectors – CWI/NACE	\$130.00 per hour
Field Inspectors – NACE I & II	\$125.00 per hour
Clerical	\$85.00 per hour

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at \$0.85 per mile. KLM onsite vehicle/trailer will be charged at \$35.00 per day.
3. Daily Per Diem billed at \$180.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at \$20.00 per week.

**Rates may vary due to location*



KLM Support Documents

KLM ENGINEERING, INC.
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM, KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.

18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 10

SUBJECT: Consider Purchase of an Aerial Bucket Truck, Vacuum Street Sweeper, and Backhoe.

RECOMMENDATION: Staff recommends the purchase of an Aerial Bucket Truck from Altec, Inc in the amount of \$162,481.00, a Vacuum Street Sweeper from Key Equipment & Supply Co. in the amount of \$284,902.42, and a Backhoe from Murphy Tractor & Equipment Co. in the amount of \$112,407.00. for a Total Cost of Equipment in the Amount of \$559,790.42.

BACKGROUND SUMMARY:

The Street Division of Public Works is requesting to purchase an Aerial bucket truck, backhoe, and vacuum street sweeper. Funding for this equipment will come from bonds.

Aerial Bucket Truck

The new unit that we would like to purchase is mounted on a 1.5-ton chassis, and the bucket package is mounted on a utility bed. The bucket has a reach of 41 feet high and 31.5 feet to the side of the truck. The platform utilizes an outrigger system to stabilize the platform and level the truck, and the new unit is properly insulated for use around electricity. Also, the bucket package has a dual bucket setup to allow for assistance while in the air. The cost of this truck is \$162,481.00 and will take 200-240 days for delivery. (\$150,000.00 Budgeted)

Vacuum Street Sweeper

The new machine that we would like to purchase is an Elgin Whirlwind vacuum sweeper, the same as our other existing unit. This sweeper is mounted on a truck chassis with an independent engine for the vacuum sweeper body. The new unit that we are requesting also has a wandering hose which allows the operator to clean catch basins along the route, which can only be done by Underground Utilities and the Vactor at this time. The cost of the sweeper is \$284,902.42, has already been manufactured, and is ready for delivery. (\$305,000.00 Budgeted)

Backhoe

The backhoe that we would like to purchase has 115 horsepower, 18.2 ft. reach for digging, and a mechanical pin for easily changing attachments on the rear. The cost of this machine is \$112,407.00 and is ready for delivery. (\$130,000.00 Budgeted)

Attachments: Altec, Inc Specifications and Pricing
Key Equipment Specifications and Pricing
Murphy Equipment Specifications and Pricing

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AT37/41/48 ME/PE



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec**
TELESCOPIC ARTICULATING
AERIAL DEVICE



Quote Number: 1056065
 Opportunity Number: 1660268
 Sourcwell Contract #: 012418-ALT
 Date: 11/19/2021

Quoted for: City of Emporia

Customer Contact:

Phone: / Email:

Quoted by: Nick Adcock

Phone: 919-529-3582 / Email: nick.adcock@altec.com

Altec Account Manager: Tim Wilcoxson

REFERENCE ALTEC MODEL		Sourcwell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$156,052

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-AWD	All Wheel Drive	\$5,339
2	AT41M-US41P	Non-Material Handling Platform (AT41P)	-\$2,143
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	spot3	FOUR (4) POINT STROBE SYSTEM (LED)	\$668
2			
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$159,916

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	Custom chassis options	\$0
8	OTHER		\$0
OPEN MARKET OPTIONS TOTAL:			\$0

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$159,916
 Delivery to Customer at \$2.20 / mile: \$2,565

TOTAL FOR UNIT/BODY/CHASSIS: \$162,481

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 200-240 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, N.C

Sourcwell- City of Emporia - 1056065



Quote Number: 1056065 - 1
Altec, Inc.

November 19, 2021
Our 92nd Year

Ship To:
CITY OF EMPORIA (KS)
1220 HATCHER
EMPORIA, KS 66801
US

Bill To:
CITY OF EMPORIA (KS)
PO BOX 928
EMPORIA, KS 66801
United States

Attn:
Phone: 620-340-6338
Email:

Altec Quotation Number: 1056065 - 1
Account Manager: Tim B. Wilcoxson
Technical Sales Rep: William Nick Adcock

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41P Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m) B. Working Height: 45.8 feet (13.96 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 2-Man Platform, Fiberglass, 24" x 48" x 42", End Mount, 180 Degree Rotation.	1	
4.	Platform Mounted Single Handle Controls	1	
5.	No Jib/Winch	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - soft vinyl, 24 x 48 inches (610 x 1219 mm)	1	
8.	Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum)	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
12.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
13.	Altec Unit Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
14.	Scuff Pad 24 x 48 No Step For Use With Platform Liner (U&H Acc)	1	
15.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.		
16.	Temperature Sight Gauge (FA Supplied)	1	
17.	15 Gallon Reservoir, Triangular	1	
18.	HVI-22 Hydraulic Oil (Standard)	25	
19.	Standard Pump For PTO	1	
20.	Electric Shifted PTO	1	
21.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will only engage when chassis is in neutral. -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. -Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
22.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
<u>Body</u>			
23.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step:	1	
A.	Steel Body		
B.	Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure		
C.	132" Body Length		
D.	94" Body Width		
E.	40" Body Compartment Height		
F.	20" Body Compartment Depth		
G.	24" From Body Floor To Compartment Tops		
H.	Finish Paint Entire Body Altec White		
I.	Undercoat Applied Under The Body		
J.	5.5" Drop-In Wooden Cargo Retaining Board At Rear Of Body		
K.	5.5" Drop-In Wooden Retaining Board At Top Of Side Access Step		
L.	Stainless Steel Rotary paddle Latches With Locks		
M.	Gas Props On All Vertical Doors		
N.	Chains On All Horizontal Doors		
O.	Standard Master Body Locking System		
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
Q.	Two (2) Hotstick Brackets Installed On Streetside.		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT41M/ME/P/PE Aerial Device Near Front Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

24.	Set of Safety Chain Eye Bolts	1
25.	Combination 2 Ball (10 000 LB MGTW) and Pintle Hitch (16 000 LB MGTW), Safety Chain Eye Bolts	1
26.	Driveway Safety Kit	1
27.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
	CS 2nd vertical	
28.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Manual Boom Latch	1
29.	Manual Boom Stow Securing System Installed on Boom Rest	1
30.	Platform Rest, Rigid with Rubber Tube	1
31.	Wood Outrigger Pad 19 x 19 x 2.5 with Rope Handle	2
32.	Outrigger Pad Holder, 20 L x 20 W x 5 H Fits 19.5 x 19.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	2
33.	Pendulum Retainers For Outrigger Pad Holders	2
34.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1
35.	Mud Flaps with Altec Logo (Pair)	1
36.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1
37.	Slope Indicator Assembly for Machine with Outrigger	1
38.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1

Electrical Accessories

39.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
40.	Strobe Beacon, Amber, LED, With Brush Guard (Tecniq #K10-AAAD-1), Class II (Permit May Be Required) Installed On Post At Front Of Body, One(1) Each Side	2	
41.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
42.	Strobe Lights Wired Battery Hot	1	
43.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
44.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
45.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
46.	Upfitter Switches, Ford (Supplied with Chassis)	1	
47.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1	
48.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1	
49.	Install Outrigger Interlock System In Final Assembly	1	
50.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
51.	PTO Indicator Light, Installed In Cab	1	
<u>Finishing Details</u>			
52.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
53.	Powder Coat Unit Altec White	1	
54.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
55.	Safety and Instructional Decals English	1	
56.	Vehicle Height Placard Installed In Cab DEPS 002	1	
57.	HVI-22 Hydraulic Oil Placard	1	
58.	Dielectric Test Unit According to ANSI Requirements	1	
59.	Stability Test Unit According to ANSI Requirements	1	
60.	Focus Factory Build	1	
61.	Delivery Of Completed Unit	1	
62.	Inbound Freight	1	

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Quote Number: 1056065 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
63.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
64.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
65.	Quick Turnaround	1	
66.	Stock Unit	1	
<u>Chassis</u>			
67.	Altec Supplied Chassis	1	
68.	Chassis	1	
69.	2022 Model Year	1	
70.	Ford F550	1	
71.	4x4	1	
72.	84 Clear CA (Round To Next Whole Number)	1	
73.	Regular Cab	1	
74.	Chassis Cab	1	
75.	Dual Rear Wheel	1	
76.	Chassis Color - White	1	
77.	Chassis Wheelbase Length - 169	1	
78.	Ford 6.7L Power Stroke Diesel	1	
79.	Diesel	1	
80.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
81.	GVWR 19,500 LBS	1	
82.	7,500 LBS Front GAWR	1	
83.	Spring Suspension	1	
84.	14,706 LBS Rear GAWR	1	
85.	Hydraulic Brakes	1	
86.	Park Brake In Rear Wheels	1	
87.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	

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Quote Number: 1056065 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
88.	63C - Aft Axle Frame Extension	1	
89.	98R - Operator Commanded Regeneration (OCR)	1	
90.	No Idle Engine Shut-Down Required	1	
91.	50-State Emissions	1	
92.	No Clean Idle Certification Required	1	
93.	Ford 40 Gallon Fuel Tank (Rear)	1	
94.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
95.	AM/FM Radio	1	
96.	Bluetooth	1	
97.	Air Conditioning	1	
98.	Cruise Control	1	
99.	Keyless Entry	1	
100.	Power Door Locks	1	
101.	Power Windows	1	
102.	Tilt Steering Wheel	1	
103.	Block Heater	1	
104.	Snow Plow Package	1	
105.	Trailer Brake Controller (Factory Installed)	1	

Additional Pricing

106.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	162,481.00
FET Total	0.00
Total	162,481.00

Altec Industries, Inc.

BY _____

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William Nick Adcock

Notes:

1 Chassis pricing should be considered budgetary only and is subject to change when specific model year pricing becomes available from the OEM. Additionally, the chassis model year is subject to change based on availability at time of order.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit



and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 F.O.B. - Customer Site

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

10 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

11 Interest charge of 1/2% per month to be added for late payment.

12 Any payment made by a credit card may be subject to a surcharge fee.

13 Estimated Delivery: 180-220 days after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

14 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

15 This quotation is valid until JAN 02, 2022. After this date, please contact Altec Industries, Inc. for a possible extension.

16 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.



Quote Number: 1056065 - 1
Altec, Inc.

- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Tim B. Wilcoxson at (919) 528-2535

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Presents a Proposal Summary

of the



City of Emporia
Address: 220 Hatcher
Emporia, Kansas 6680
Sourcewell Member #: 137227
Whirlwind MV

Whirlwind MV Pure Vacuum Street Sweeper with Dual Engine and Dual Side Brooms



Steve Williams
Tel: 913-915-8709

- Autolube – Sweeper Only
- Heavy Duty Hydraulic Wandering Hose
- Right Hand Hopper Door with Step & Handle
- Quick Disconnect Water Fill
- LED Arrowboard
- Whirlwind MV Service Manual
- John Deer Service Manual

2021 Elgin Whirlwind MV:	\$219,960.00
Peterbilt Cabover Chassis:	\$116,460.00
Less Sourcewell Discount 122017-FSC-1:	-\$6,017.58
PDI, Delivery, and Install Training:	\$3,500.00
Instock Discount:	-\$9,000.00
<u>Trade in of 2012 Elgin Pelican:</u>	<u>\$ -40,000.00</u>
Total Invoice Amount:	\$284,902.42

Price valid for 30 Days from date of 11/22/2021

Please note: This machine is built and on the ground for immediate delivery. However, it is subject to availability.

It is the intent of the City of Emporia, KS to purchase the above specified Elgin Whirlwind at the listed price. By signing below, this unit will be held pending council approval.

Dean Grant

Date

Proposal Date: 11/22/2021

Quote Number: 2021-41612

Price List Date: 5/17/2021

P.O. Number:



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 require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER 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 ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER 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 give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER 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.



PRODUCT DESCRIPTION

· 8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.

STANDARD FEATURES

- Alternator, 160 amp
- 74 HP T4Final John Deer Engine
- Backup Alarm, Federal Signal electric
- Blower, Steel with rubber lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Console, w/rocker switches for all sweep functions, with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easyservice and maintenance on auxiliary engine,hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed andlocked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Sweeper operators manual
- Sweeper parts manual
- Suction Nozzles pick-up area 174 square inch with 32 inch suction nozzle
- Spray nozzles, seven (7) in the suction nozzle, three (3) at each side broom, (4) in the extension broom
- Sweep resume
- Hydraulic Oil Cooler
- Water tanks, Rust proof polyethylene, 335 gallon total capcity.
- AM/FM/WB Radio w/ CD Player, Bluetooth and Microphone, USB, Front and Rear Aux. Inputs
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

ADDITIONAL FEATURES

- 2021 Peterbuilt Dual Steer cab-over chassis
- Mirrors, West Coast type with 12" convex inserts, one each side
- LED Stop/Tail/Turn
- Idle down, no Water
- Variable Speed - Dual Sidebrooms
- RH & LH Side Broom tilt
- Auto Shutter Right Hand
- Auto Shutter Left Hand
- Auxiliary Hydraulic Pump
- Tubo II Pre-Cleaner



Quote Summary

Prepared For:

CITY OF EMPORIA
PO BOX 928
EMPORIA, KS 66801
Business: 620-343-4283
ACCOUNTPAYABLE@EMPORIA-KANSAS.GOV

Prepared By:

CHRIS CRUM
Murphy Tractor & Equipment
1621 Nw Gage Blvd
Topeka, KS 66618
Phone: 785-233-0556
Mobile: 785-260-5206
ccrum@murphytractor.com

Quote Id: 25656933**Created On:** 22 November 2021**Last Modified On:** 01 December 2021**Expiration Date:** 30 November 2021

Equipment Summary	Qty	Extended
2021 JOHN DEERE 310SL HL BACKHOE LOADER - 1T0310HLKMF395842	1	
John Deere Extended Warranty-60 mo./3,000 hr. Powertrain & Hydraulic Warranty	1	
Equipment Total		\$ 112,407.00

Quote Summary

Equipment Total	\$ 112,407.00
SubTotal	\$ 112,407.00
Total	\$ 112,407.00
Balance Due	\$ 112,407.00

Salesperson : X _____**Accepted By : X** _____

Confidential



Selling Equipment



Quote Id: 25656933

Customer: CITY OF EMPORIA

2021 JOHN DEERE 310SL HL BACKHOE LOADER - 1T0310HLKMF395842

Equipment Notes: In Stock, At Training Center.

Hours: 19

Stock Number: 195096

Code	Description	Qty
0A81T	2021 JOHN DEERE GP, PILOT, 1 WAY	1

Standard Options - Per Unit

170C	JDLINK 5YR TEMP LICENSE 50HR	1
1065	ENGINE FT4	1
2035	CAB STANDARD	1
2401	DECAL & PACKET ENGLISH	1
3095	AXLE MFWD W/LIM SLIP & AUTOSHIFT	1
4781	TIRE FS19.5L-24FS12.5/80-18	1
5285	CONTROL PILOT	1
6020	DIPPER EXTENDABLE	1
6220	HYD REAR AUX 1WAY FLOW	1
7025	LDR SINGLE LEVER, NO AUX	1
7645	LDR BKT 1.3CY LG LIP BKT 92"	1
8485	COUNTERWEIGHT 1250LB.	1
8685	BATTERY DUAL W/JUMP POST	1
9045	CHROME EXHAUST	1
9060	MIRRORS INTERIOR	1
9080	HEATER ENGINE COOLANT 110V	1
9115	RIDE CONTROL	1
9120	HEAVY DUTY GRILL	1
9505	GUARD FULL MFWD	1
9515	FLUID SAMPLING	1
9916	RADIO PREMIUM PACKAGE	1
9919	SUN VISOR	1
9947	HEAVY DUTY STABILIZER PAD	1
9970	SEAT AIR SUSP CLOTH W/HEAT	1

Dealer Attachments

AT343629	Coupler, Universal - Pin-grabber style (non-hydraulic)	1
205878	JOHN DEERE AT437616 BKT.36" DITCHING 12.5CUFT Stock Number:205878	1

Service Agreements



Selling Equipment



Quote Id: 25656933

Customer: CITY OF EMPORIA

John Deere Extended Warranty - 60
mo./3,000 hr Powertrain & Hydraulic
Warranty

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 11

SUBJECT: Consider the acceptance of a grant from the United States Department of Homeland Security FEMA under the Pre-Disaster Mitigation Grant Program.

RECOMMENDATION: Accept the grant from the United States Department of Homeland Security FEMA and the Kansas Division of Emergency Management and authorize the Mayor to sign all necessary documents.

BACKGROUND SUMMARY:

City staff and Kent Heermann of the Regional Development Association have been working on a grant application for pre-disaster natural hazard mitigation to reduce overall risk to population and structures, while also reducing reliance on funding from major disaster declarations. The proceeds of this grant will be utilized by Fanestil Meats to remove their structure on South Highway 99 upon the completion of the new facility on West Highway 50 in Emporia, Kansas. The grant proceeds will pay for 75% of the estimated projects expenses and the owner will match it with the remaining 25%. Staff recommends retaining Garrett Nordstrom with Western Consultants dba Governmental Assistance Services to administer the FEMA PDM grant.

Attached is a copy of all of the documents associated with this grant program and a letter from Kent Heermann, Regional Development Association President.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



U.S. Department of Homeland Security
FEMA Region VII
11224 Holmes Road
Kansas City, MO 64131

FEMA

August 19, 2021

Angee Morgan
Deputy Director
Kansas Division of Emergency Management
2800 Southwest Topeka Boulevard
Topeka, Kansas 66611-1287

Subject: Application Amendment - 001
EMK-2020-PC-0001 - CFDA No. 97.047 Pre-Disaster Mitigation

Dear Ms. Morgan,

We are pleased to inform you that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), Region VII, has approved your application for federal assistance. Enclosed are the documents for the Federal grant award. The documents include the Agreement Articles and the Obligor Document (FEMA Form 76-10A).

By accepting the award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim findings, and compliance with cash management requirements. Should you not adhere to these responsibilities, you will be in violation of the terms of this agreement. Indirect costs were not requested within the application and are not authorized. This Federal grant award is not for research and development.

Receipt of this letter is the official correspondence related to your request. This document should be retained in your Federal award file. Should you have any questions specific to this correspondence, please direct them to the Grants Business Management office at FEMA-R7-Grants-Programs@fema.dhs.gov.

Sincerely,

**KATHY D
FIELDS**

Digitally signed by KATHY
D FIELDS
Date: 2021.08.19 10:10:27
-05'00'

Kathy D. Fields
Regional Administrator, Region VII (Acting)
Federal Emergency Management Agency

cc: R7-GD-GB
R7-MT-HM

FY 2019
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.047

RECIPIENT: Kansas Division of Emergency Management

AGREEMENT NUMBER: EMK-2020-PC-0001

AMENDMENT NUMBER: 001

DESIGNATED AGENCY: Dept of Homeland Security – Federal Emergency Mgmt Agency

PERFORMANCE PERIOD: October 1, 2019 through September 8, 2023

GENERAL INFORMATION:

The **Pre-Disaster Mitigation** (PDM) grant program provides grants to States, Territories, and Indian Tribal governments who, in turn, may provide Subawards to local governments for cost-effective mitigation activities that are selected via a Ranking review process. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from major disaster declarations.

The following Articles I-VIII are FEMA's Grant Award Terms and Conditions. DHS Grant Award Standard Terms and Conditions follow those Articles. The Recipient agrees to abide by all the Grant Award Terms and Conditions in this document.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal government, through its designated agency named above, hereinafter referred to as "the Recipient," through its designated agency named above, the funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be October 1, 2019 through September 8, 2023. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Pre-Disaster Mitigation project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award is shown in the Cost Review Section of the grant application.

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular” [which superseded 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014, for awards made under major disaster declarations declared on or after that date; or for non-disaster awards made on or after that date], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is **75** % Federal and **25** % non-Federal.

The cost-share for PDM is governed by 42 USC § 5133, Section 203(h), of the Stafford Act:

- a. Small, impoverished communities may receive a Federal cost-share of up to 90% of the total cost to implement eligible PDM activities.
- b. The PDM program offers up to 75% Federal cost-share to all other applicants and subapplicants for mitigation activities.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Kirsty Morgan

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: Shelly Kirk

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR § 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when the Federal share of the award exceeds the simplified acquisition threshold and the cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 CFR Part 200 and Section 705 of the Stafford Act (42 U.S.C. § 5205).

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archaeological resources

are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance and statute, and in compliance with 2 CFR § 200.306. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR §§ 200.338-200.342, and for acquisitions, as specified in 44 CFR § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

PAYMENT:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, Subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients/pass-through entities must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The

justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance.

including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:

The Recipient shall submit a final FFR for project completion, as certified by the Recipient, and PPR, 90 days after the end date of the performance period.

TERMINATION:

The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Article VII.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations applicable to PDM grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Hazard Mitigation Assistance Guidance.

Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

44 CFR Part 201

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Subpart 31.2 (Federal Acquisition Regulation)

DEPARTMENT OF HOMELAND SECURITY (DHS)

STANDARD TERMS AND CONDITIONS 2020

The FY 2020 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2020. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time the award is made. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

Acknowledgment of Federal Funding from DHS	Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Activities Conducted Abroad	Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
<i>Age Discrimination Act of 1975</i>	Recipients must comply with the requirements of the <i>Age Discrimination Act of 1975, Public Law Number 94-135 (1975)</i> (codified as amended at Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<i>Americans with Disabilities Act of 1990</i>	Recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i> , Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Best Practices for Collection and Use of Personally Identifiable Information (PII)	Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
<i>Civil Rights Act of 1964 – Title VI</i>	Recipients must comply with the requirements of Title VI of the <i>Civil Rights Act of 1964</i> (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7 .
<i>Civil Rights Act of 1968</i>	Recipients must comply with Title VIII of the <i>Civil Rights Act of 1968</i> , Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100 . The prohibition on disability discrimination includes the

	requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. Part 100, Subpart D).
Copyright	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.
Debarment and Suspension	Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Drug-Free Workplace Regulations	Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Duplication of Benefits	Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Education Amendments of 1972 (<i>Equal Opportunity in Education Act</i>) – Title IX	Recipients must comply with the requirements of Title IX of the <i>Education Amendments of 1972</i>, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Energy Policy and Conservation Act	Recipients must comply with the requirements of the <i>Energy Policy and Conservation Act</i>, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
False Claims Act and Program Fraud Civil Remedies	Recipients must comply with the requirements of the <i>False Claims Act</i> (31 U.S.C. §§ 3729-3733) which prohibit the submission of false or fraudulent claims for payment to the federal Government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129 .)
Federal Leadership on Reducing Text Messaging while Driving	Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513 , including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Fly America Act of 1974	Recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> (15 U.S.C. § 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i> , (codified as amended at 15 U.S.C. § 2225).
Limited English Proficiency (Civil Rights Act of 1964, Title VI)	Recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Lobbying Prohibitions	Recipients must comply with 31 U.S.C. § 1352 , which provides that none of the funds provided under a federal financial award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
National Environmental Policy Act	Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) Environmental Policy Act 42 U.S.C. § 4321 et seq. (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential

	considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Nondiscrimination in Matters Pertaining to Faith-Based Organizations	It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
Non-Supplanting Requirement	Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Notice of Funding Opportunity Requirements	All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Patents and Intellectual Property Rights	Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973, Pub. L. 93-112 (1973)</i>, (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Reporting of Matters Related to Recipient Integrity and Performance	1. General Reporting Requirements If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity

and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

**Reporting
Subawards and
Executive
Compensation**

a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*

- 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
- 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

1. Reporting of first-tier subawards.

a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).

b. *Where and when to report*.

1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)

2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

1) The total federal funding authorized to date under this award is \$25,000 or more;

2) In the preceding fiscal year, recipients received—

a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial

assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at [2 C.F.R. 170.320](#) (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> to determine if the public has access to the compensation information.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

1) To the recipient.

2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions For purposes of this award term:

a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:

1) A governmental organization, which is a state, local government, or Indian tribe.

2) A foreign public entity.

3) A domestic or foreign nonprofit organization.

4) A domestic or foreign for-profit organization.

5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

b. *Executive*: means officers, managing partners, or any other employees in management positions.

c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

1) The term does not include recipients' procurement of property and services needed to carry out the project or program.

2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

d. *Subrecipient*: means an entity that:

1) Receives a subaward from the recipient under this award; and

2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):

1) *Salary and bonus*.

2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

5) *Above-market earnings on deferred compensation which is not tax-qualified*.

6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SAFECOM	Recipients receiving federal financial assistance awards under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
<i>Trafficking Victims Protection Act of 2000 (TVPA)</i>	Trafficking in Persons. 1. Provisions applicable to a recipient that is a private entity. a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not— 1) Engage in severe forms of trafficking in persons during the period the award is in effect. 2) Procure a commercial sex act during the period that the award is in effect. 3) Use forced labor in the performance of the award or subawards under the award. b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity — 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—

a) Associated with performance under this award; or

b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

1) Associated with performance under this award; or

2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.

b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

a. *Employee*: means either:

1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.

d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

**Universal Identifier
and System of
Award Management
(SAM)**

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A governmental organization, which is a state, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non- federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)

	2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract. e. <i>Subrecipient</i> means an entity that: 1) Receives a subaward from the recipient under this award; and 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
USA Patriot Act of 2001	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) , which amends 18 U.S.C. §§ 175–175c .
Use of DHS Seal, Logo and Flags	Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409 , 41 U.S.C. 4712 , and 10 U.S.C. § 2324 , 41 U.S.C. §§ 4304 and 4310 .

Appendix A to Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 - 1. *Entity* means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT						O.M.B. NO. 3067-0206 Expires February 29, 2004	
1. AGREEMENT NO. EMK-2020-PC-0001	2. AMENDMENT NO. 1	3. RECIPIENT NO. 48-1124839	4. TYPE OF ACTION ☒ GRANT ☐ CA ☒ AWARD ☒ AMENDMENT		5. CONTROL NO. KX00015N2021T, KX00654N2020T		
6. RECIPIENT NAME AND ADDRESS The Adjutant General of Kansas - KDEM 2900 SW Topeka Blvd Topeka, KS 66611-1220		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VII 11224 Holmes Road Kansas City, MO 64131		8. PAYMENT OFFICE AND ADDRESS			
9. NAME OF RECIPIENT PROJECT OFFICER Jeanne Bunting		PHONE NO. 785-646-2307	10. NAME OF FEMA PROJECT OFFICER Kirsty Morgan		PHONE NO. 816-276-8727		
11. EFFECTIVE DATE OF THIS ACTION 08/11/2021	12. METHOD OF PAYMENT ☐ HHS, SMARTLINK ☐ SF 270 ☒ OTHER		13. ASSISTANCE ARRANGEMENT ☐ COST REIMBURSEMENT ☒ COST SHARING ☐ OTHER		14. PERFORMANCE PERIOD From: 10/01/2019 To: 09/08/2023 BUDGET PERIOD From: 10/01/2019 To: 09/08/2023		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)							
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT	
PDMC	97.047	2020-6M-GP01BR-R072-4101-D 2021-6M-GP01BR-R072-4101-D	\$486,000.00 \$0.00	\$0.00 \$1,796,295.00	\$486,000.00 \$1,796,295.00	\$162,000.00 \$598,765.00	
TOTALS ➡			\$486,000.00	\$1,796,295.00	\$2,282,295.00	\$760,765.00	
b. To describe changes other than funding data or financial changes, attach schedule and check here ☐							
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) ☐ YES ☒ NO							
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.							
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) MICHELLE KIRK - Assistance Officer						DATE 09/15/2021	
FEMA Form 76-10A, MAR 01							



December 8, 2021

Emporia City Commissioners
P.O. Box 928
Emporia, KS 66801

Re: FEMA PDM grant for the S&S Quality Meats, at 1542 Highway 99 South, Emporia, KS

Dear City Commissioners:

The State of Kansas, Kansas Department of Emergency Management is the applicant, and the City of Emporia is the sub-applicant for the FEMA PDM grant on behalf of S&S Quality Meats, LLC. The grant is FEMA-PDM HMGD Sub-application number: DDMC-PJ-7-KS-2019-003. Project Title: Fanestil Meats Floodplain Acquisition. Sub-applicant: City of Emporia, Kansas.

On January 23, 2020, the original PDM grant and budget were submitted with the application was \$2,424,060. On June 11, 2020 in an email from Charles McGonigle, Kansas Department of Emergency Management (KDEM) indicated that FEMA had adjusted the total estimate budget to \$2,395,060. The maximum Federal grant is \$1,796,295, which is 75% and the 25% local match is \$598,765.

The FEMA PDM grant budget by line item is as follows:

	Project Amount	Federal 75%	Local 25%
Acquisition	\$2,173,000	1,629,750	543,250
Closing costs	43,460	32,595	10,865
Demolition	135,000	101,700	33,900
Landscaping	3,000	2,250	750
Asbestos Inspection/Removal	40,000	30,000	10,000
Totals	\$2,395,060	1,795,295	598,765

S & S Quality Meats has agreed to pay the local share; and based upon the local budgeted match amounts, the net maximum proceeds to may be **\$1,574,235**.

Attached is the MOU between S&S Quality Meats and the City of Emporia. Item 10 in the MOU indicates the escrow account is to be set up once the grant is approved. The amount indicated is "...not to exceed \$757,937.00..." based on the budget figures the escrow amount would be substantially lower.

The acquisition, closing costs and landscaping are relatively fixed. The demolition and asbestos inspection and removal are variable. Any increased project costs beyond the Federal share would be funded 100% by S & S Quality Meats.

After the real estate transfers to the City of Emporia, then the demolition must be completed within 90 days. The FEMA PDM grant funds must be completed on or before **September 8, 2023**.

719 Commercial St.
P.O. Box 703
Emporia, KS 66801
620-342-1600 ex 16
620-342-3223 fax

www.emporiarda.org

During the Phase II ESA conducted by Terracon, the soil borings indicated contamination in the soil borings and ground water. After additional testing be performed by Terracon with no significant findings. Then the Kansas Department of Health & Environment declared by certified letter on June 21, 2021 that S & S Quality Meats dba Fanestil Meats related to the environmental contamination that NO FURTHER ACTION (NFA) is necessary at the 1542 Highway 99 South, Emporia, Lyon County, Kansas property.

On September 15, 2021 Kansas Department of Emergency Management (KEMA) notified the City of Emporia the FEMA PDM grant for \$1,796,295 was awarded.

Attached is the grant agreement from the Kansas Emergency Management Mitigation programs Grant Agreement (CFDA 97.047) FAIN: EMK-2020-PC-0001.

Project Number PDMC-PJ-07-KS-2019-03

If you have any questions, please contact me at your convenience.

Best regards,



Kent Heermann, CEcD
RDA President
(M) 620-340-5623
kheermann@emporiarda.org

Attachments: Memorandum of Understanding between City of Emporia and Smoots Enterprises II, LLC dba Fanestil Meats Company

Kansas Emergency Management Mitigation programs (CFDA 97047) FAIN:
EMK-2020-PC-0001 Project Number PDMC-PJ-KS-2019-03

MEMORANDUM OF UNDERSTANDING

This agreement between the City of Emporia, Kansas (hereinafter referred to as City) and Smoots Enterprises II, LLC d/b/a Fanestil Meats Company (hereinafter referred to as Fanestil) delineates the agreement of the parties regarding application for a FEMA Pre-Disaster Mitigation (PDM) Program Grant and responsibility for project expenses.

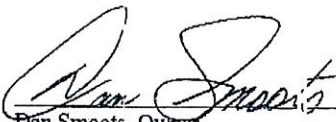
1. The Federal PDM Program is designed to assist states, territories, tribes, and communities in implementing a sustained pre-disaster natural hazard mitigation program and reduce risk to the overall population and structures from future hazard events while reducing reliance on federal funding in future disasters.
2. Fanestil has experienced multiple flood events at their meat processing facility located at 1542 South Highway 99. Fanestil desires to request and utilize PDM grant funds to relocate their meat processing facility out of the floodplain with a new facility to be constructed at 4700 West Highway 10.
3. Application for a PDM grant must be submitted by a unit of local government as a subapplicant. City is willing to apply for a PDM Grant as subapplicant on behalf of Fanestil under the conditions of this MOU.
4. The total PDM grant budget to be submitted in the application is \$2,424,060.00. If the grant application is approved, FEMA will fund up to 75% of actual project costs, not to exceed \$1,818,045.00. The parties understand there is no guarantee as to what amount, if any, may be awarded by FEMA.
5. A local cost share of at least 25% of the total project expense is required through the PDM Program. Fanestil agrees to fully fund and pay the local cost share amount, whatever that amount may be; including costs for real estate, environmental testing and remediation, construction, demolition, and any other expenses. City will not be responsible for any cost share amount whatsoever.
6. As part of the PDM Program, the City will acquire the property where the old facility is located at 1542 South Highway 99. Purchase price for the real estate only, not including closing costs is \$2,173,000.00 to be paid to Fanestil. FEMA may grant up to a maximum \$1,629,750.00 for real estate acquisition. The local cost share amount will be a minimum of \$543,250.00. Fanestil will either fund or fully reimburse City for the local match amount for property acquisition.
7. Prior to acquisition of the property by City, environmental testing and possible remediation will be required, including at a minimum a Level II Environmental Site Assessment and environmental surveys for asbestos, lead paint, and mold. Environmental remediation may be required depending on the results of such tests. Based on the grant budget proposal, FEMA may reimburse up to \$30,000.00 for environmental testing and remediation.
 - a. Fanestil will pay for all testing and remediation and will remain fully responsible for any cost not reimbursed by FEMA for all environmental testing and remediation.

- b. City will make timely requests for FEMA reimbursement for testing and remediation expenses, understanding that time is of the essence.
8. The grant budget proposal estimates a minimum cost of \$202,560.00 for demolition of the old facility and reseeded. FEMA may reimburse up to \$151,920.00 for these expenses. The local cost share is expected to be a minimum of \$50,640.00. Fanestil will pay and remain fully responsible for all costs associated with demolition and reseeded not reimbursed by FEMA.
9. Fanestil will pay local match for real estate closing costs estimated at \$8500.00.
10. Should the grant be approved, Fanestil will deposit funds into an escrow account, or provide other financial assurances acceptable to the City, sufficient to pay for local cost share and other required expenses, at this time estimated to not exceed \$757,937.00.
11. This MOU reflects the agreement of the parties for purposes of PDM grant application. If the grant is approved, a more detailed agreement will follow, prior to final grant acceptance. If the grant is denied, this MOU will become inapplicable.

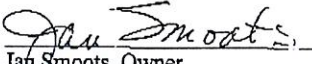
IN WITNESS WHEREOF the parties hereto have set their hands this 20 day of January, 2020.



Mark McAnaney, City Manager
City of Emporia



Dan Smoots, Owner
S&S Quality Meats, LLC
Smoots Enterprises II, LLC



Jan Smoots, Owner
S&S Quality Meats, LLC
Smoots Enterprises II, LLC

**Kansas Emergency Management
Mitigation Programs
Grant Agreement (CFDA 97.047)
FAIN: EMK-2020-PC-0001**



Project Number: PDMC-PJ-07-KS-2019-003

Grant amount: \$1,796,295.00

Minimum Local share: \$598,765.00

This grant agreement is made by and between Kansas Emergency Management (KEM), a division of the Adjutant General's Department, State of Kansas, herein called the "State" and **City of Emporia**, DUNS# **073035396**, herein called the "Sub-recipient".

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The Sub-recipient agrees to accept responsibility for adherence to this Agreement.
2. The Sub-recipient agrees that any and all such amount of local funds or in-kind (force account) services or materials shall be equal to or greater than 25% of the total project costs.
 - A) The following documentation is required for matching cash contributions:
 - ◊ Record of source of donor, dates, rates, amounts, deposit slips
 - B) The following documentation is required for matching non-cash contributions:
 - ◊ Record of donor, dates, rates, amount
3. The Sub-recipient agrees that funds drawn from the State for purposes of implementing the grant should be placed in an interest bearing account. If possible, this account should be separate from other accounts for ease in closing out the grant. If a separate account is not possible, a separate ledger must be maintained recording all deposits and withdrawals of grant funds.
4. The Sub-recipient agrees that funds will be disbursed for purposes of the grant as soon as possible after deposit into the Sub-recipient's local depository.
5. The Sub-recipient agrees that any proposed activity budget variances in excess of the amount of this Agreement shall be approved by the State in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Sub-recipient's governing body in advance of an obligation of such activity.
6. The Sub-recipient agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
7. The Sub-recipient agrees that any federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient's local depository, or canceled if such funds have not been drawn.
8. The Sub-recipient agrees to comply with 2 CFR 200.500 Audit Requirements, which govern the auditing requirements of these grant monies in accordance with the Single Audit Act, provide the State with a copy of the audit or a letter stating the audit was not required.
9. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
10. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.

11. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed or contracted by the Sub-recipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
12. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Sub-recipient's obligations. Sub-recipients must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under E.O. 12549, Debarment and Suspension.
13. In the event that the State or an audit has determined that the Sub-recipient has failed to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as determined by the State which may include:
 - ◊ Repayment or reimbursement of federal funds spent inappropriately to the State;
 - ◊ The return of federal funds deposited at the Sub-recipient's local financial institution to the State;
 - ◊ The return of any equipment, materials or supplies purchased, leased or lease purchased using federal funds to the State or supplier;
 - ◊ Other actions as the State deems appropriate.
14. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Sub-recipient's duty to cancel all outstanding obligations that are legally possible.
15. The State and Sub-recipient each binds himself to his successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.
16. The State agrees that it may at any time, at its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
17. The Sub-recipient will provide quarterly progress reports on the status of the project to include milestones met, project delays and why, funds expended, percent complete, estimated completion date, and any other information related to the project's performance. Reports are due to KEM 15 days after the end of each Federal fiscal quarter.

Authorized Applicant Agent

Date

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 12

SUBJECT: Report from the City Manager on City Activities

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

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

Tentative Agenda for December 22nd Study Session at 10:00 a.m.

- Discuss Sewer System Connection Policy.
- Continued Discussion for City of Emporia Stormwater Management Plan.
- Discuss Increase in Storm Water Utility Fee.
- Discuss Increase in Sewer Rates.
- Discuss Increase in Golf Rates.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: December 15, 2021

ITEM NUMBER: 13

SUBJECT: Adjourn Meeting.

RECOMMENDATION:

BACKGROUND SUMMARY:

This is a time, for the City Commissioners request to adjourn meeting to December 22, 2021, at 11:30 a.m.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

SAUDER _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

COMMISSION MEETING

1:30 P.M.

DECEMBER 1, 2021

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, December 1, 2021, in the City Commission Meeting Room with Mayor Gilligan presiding and Commissioners, Brinkman, Giefer, Sauder and Smith present. Also present were City Manager McAnarney, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

City Clerk administered the Oath of Office to James Sauder.

Consent Agenda

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

- a. Consider minutes of the Regular Meetings held on November 17, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on November 19, 2021.
- c. Consider Approval of City of Emporia Charge Offs.
- d. Consider Approval of Agreement Authorizing Emporia Public Library to install an electric sign on City of Emporia property.

The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments. No comments were made at this time.

**CITY COMMISSION
(National Opioid Settlement)
(Resolution Number 3657)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Kansas is part of the multi-state legislation aimed at

holding the producers and distributors of opioids accountable for the negative effects that their drugs have held on the American public. The Kansas Legislature passed HB 2079 to govern the distribution of settlement funds. The bill requires 75% of settlement funds to go to the state and 25% of the funds to be split between municipal governments. She stated in order to received settlement funds, the City must certify that it has incurred costs of at least \$500 related to substance abuse addiction mitigation, agree to utilize any settlement funds on approved purposes and waive any current or future claims to the opioid litigation. This proposed resolution also authorizes the Mayor and relevant city staff to execute all necessary documents and agreements related to participation in the settlement. She stated staff was recommending approval of the resolution.

Commissioner Smith made a motion to approve Resolution number 3657, a resolution authorizing participation in the National Opioid Settlement. Commissioner Giefer seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Board Appointments)**

Convention and Visitors Advisory Board (CVAB):

It was moved by Commissioner Brinkman seconded by Commissioner Giefer that Jennifer Wegener be reappointed to the Convention and Visitors Advisory Board for a term that expires December 31, 2024. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

Emporia Human Relations Commission:

It was moved by Commissioner Smith seconded by Commissioner Giefer that Chelsea Hunter be appointed to the Emporia Human Relations Commission for a term that expires June 1, 2025. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Gilligan, aye.

**BUDGET
(2021 Budget Amendments)
(Public Hearing)
(Ordinance Number 21-40)**

AN ORDINANCE AMENDING THE 2021 BUDGET, to which the City Clerk assigned Ordinance Number 21-40, was presented to the Governing Body for their consideration.

Janet Harrouff, Director of Administrative Services, was recognized and addressed the Governing Body. She stated a public hearing will need to be conducted to amend the 2021 Budget to increase spending authority and an ordinance authorizing the increases. The 2021 Budget amendments are as follows:

Multi Year - increased due to a larger cash carry over from 2020 than the budget indicated. This money has been used for various infrastructure improvements.

Industrial Development Sales Tax - increased due to the purchase of the East Logan property.

Mayor Gilligan then declared the public hearing opened.

As no one in attendance wished to address the Governing Body. Mayor Gilligan then declared the public hearing closed.

Commissioner Giefer made a motion to approve Ordinance Number 21-40, an ordinance amending the 2021 Budget to increase spending authority in the Multi Year Fund and Industrial Development Sales Tax Fund. Commissioner Smith seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Rural Housing Incentive District)
(Consider Resolution Expanding Eligible District & Additional District)
(Expanding Original Town District & Including Whittier Tract)
(Resolution Number 3658)**

Jim Witt, Special Project Manager, was recognized and addressed the Governing Body. He stated this resolution will expand an existing Original Townsite District Addition to include:

Tract Description:

Beginning at the intersection of Neosho Street and 12th Avenue and proceeding west to the intersection of West Street and 12th Avenue thence south on West Street to the intersection of said street with West South Avenue thence east on West South Avenue to the intersection of said avenue with Commercial Street. Thence east on East South Avenue to East Street thence north to the intersection of said street with East 12th Avenue thence east to the intersection of said avenue with Union Street.

And the addition of Whittier Tract:

Tract Description:

Goodrich Subdivision, S11, T19S, R11E, 5.5 acres, Part of Lots 5 & 7 beginning at the SW corner of Riley Avenue and Whittier Street & Whittier Street S320 SW74 W355 S50.9 W220.5 N434.4 E628.33 to the point of beginning.

Following the adoption and publication of this resolution a certified copy will be submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c). He stated if the State declares the areas eligible it will be added to the City's inventory of eligible RHID areas.

Commissioner Brinkman made a motion to approve Resolution Number 3658, a resolution for the additional of potential RHID areas to the eligibility map. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Engineering Services Agreement)
(BG Consultants, Inc.)
(2021 Potable Waterline Improvement)
(24th Avenue - Pump Station to 18th Avenue)**

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated as previously discussed at a Study Session, this contract would be for design services with BG Consultants for the 24" waterline from the water treatment plant to the intersection of 18th Avenue and Prairie Street. He stated the contract will start the design of a 24" waterline that is a proposed project for the second State Revolving Fund Loan. This waterline will convey water from the Water Plant to the intersection at 18th Avenue and Prairie Street. This will provide the city

another crucial crossing of I-35 and it will convey the same amount of water as the existing 20" and 16" waterlines combined. The estimated cost of the project is \$2,745,198.00 and the cost of design is \$232,075.00. He stated the design cost will be reimbursable when the City receives the second SRF loan fund. He stated staff believes this is the first step to efficiently moving water from the Water Plant to the rest of the City and is recommending approval of the Design Contract with BG Consultants.

Commissioner Smith made a motion to approve the Design Contract with BG Consultants in the amount of \$232,075.00 for a 24" waterline from the Water Plant to the intersection at 18th Avenue and Prairie Street. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; and Mayor Gilligan, aye.

CITY COMMISSION
(Lift Station No. 2 Improvements Project)
(Bids)

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated four (4) bids were received for the Lift Station No. 2 Improvements Project. The bids were reviewed by BG Consultants, who are covering services during the bidding process and construction inspection for the project. The bids are as follows:

Walters-Morgan Construction	\$1,536,777.00
Crossland Heavy Contractors	\$1,559,574.00
BRB Contractors	\$1,631,000.00
APAC-Kansas	\$1,653,219.00
<i>Engineer's Opinion of Probable Cost</i>	<i>\$1,553,416.00</i>

He stated staff recommend that bid be awarded to Walters-Morgan Construction in the amount of \$1,553,416.00. Walters-Morgan Construction is an experienced contractor with a successful record of similar projects. The City received a CDBG sewer grant in the amount of \$700,000.00 from the state to help fund this project.

Commissioner Smith made a motion to award the bid for the Lift Station No. 2 Improvements Project to Walters-Morgan Construction in the amount of

\$1,536,777.00. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; and Mayor Gilligan, aye.

CITY COMMISSION
(United States Department of Homeland Security FEMA)
(Kansas Division of Emergency Management)
(Acceptance of Grant Under Pre-Disaster Mitigation Grant Program)
(Fanestil Meats on South Highway 99)

City Manager McAnarney requested this item be tabled until December 15, 2021 for discussion.

Commissioner Brinkman made a motion to table this item for discussion until December 15, 2021. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

CITY COMMISSION
(City Manager's Report)

This is a verbal report that announces upcoming events, recognized employees for outstanding contributions and provides the public information that may be of a general interest. The following information was presented at the meeting.

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

TENTATIVE AGENDA FOR DECEMBER 8TH STUDY SESSION AT 10:00 A.M.

Discuss Utility Rate Increase.

Discuss Sewer System Connection Policy.

Continued Discussion for City of Emporia Stormwater Management Plan

EMPLOYEE APPRECIATION HOLIDAY LUNCHEON AT TWELFTH AVENUE BAPTIST CHURCH

Mayor Gilligan stated this was the last formal action meeting for City Manager McAnarney before the City transitions to the new City Manager next week. On behalf of the Commission they thanked Mark for the past 32 years of service to the City of Emporia. His leadership and dedication have been recognized by many and appreciated. The Commission thanked Mark for all the work and dedication to the community that he brought to the City.

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

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk