



**MEETING OF THE CITY COMMISSION – AGENDA
WEDNESDAY, FEBRUARY 16, 2022 AT 7:00 P.M.
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER: Mayor Becky Smith

MEMBERS PRESENT

Vice Mayor Giefer
Commissioner Brinkman
Commissioner Gilligan
Commissioner Sauder

PROCLAMATIONS

EHRC POSTER & ESSAY WINNERS

PUBLIC FORUM

NEW BUSINESS

1) ORDINANCE FOR ST. PATRICK'S DAY BEER GARDEN.

Presented by Christina Montgomery, City Attorney

RECOMMENDED ACTION: Approve Ordinance

2) PUBLIC HEARING FOR SUBMISSION OF THE CDGB GRANT APPLICATION AND NECESSARY DOCUMENTS.

Presented by Garrett Nordstrom, Governmental Assistance Services

RECOMMENDED ACTION: Conduct Public Hearing; Authorize submission of Application, and All Necessary Documents.

3) AGREEMENT WITH THE FEDERAL HOME LOAN BANK OF TOPEKA FOR A DIRECT SUBSIDY TO REPAIR HOMES LOCATED WITHIN THE CITY LIMITS OF EMPORIA.

Presented by Jeff Lynch, Community Development Coordinator

RECOMMENDED ACTION: Approve Agreement

4) POST CONSTRUCTION STORMWATER ORDINANCE.

Presented by Jim Uberty, City Engineer

RECOMMENDED ACTION: Approve Ordinance

5) AWARD OF CDGB GRANT FOR HIGHLAND STREET IMPROVEMENTS.

Presented by Jim Uberty, City Engineer

RECOMMENDED ACTION: Accept Award

6) ORDINANCE FOR THE BOND AUTHORIZATION OF THE AMERICUS ROAD SEWER MAIN PROJECT.

Presented by Janet Harrouff, Director of Finance

RECOMMENDED ACTION: Approve Ordinance

7) SECOND AMENDMENT TO FIRST WATER LOAN AGREEMENT.

Presented by Janet Harrouff, Director of Finance

RECOMMENDED ACTION: Approve Amendment to Agreement

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Approve the minutes of the February 2, 2022, City Commission Meeting.
- 2) Ratification and Approval of the Payroll Ordinances for the periods ending January 28, 2022.
- 3) January Budget.
- 4) Approve Community Survey for the City of Emporia.

RECOMMENDED ACTION: Approve the Consent Agenda as presented.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Agenda Items for February 23, 2022 Study Session.

GOVERNING BODY COMMENTS

Mayor Becky Smith

Vice Mayor Danny Giefer

Commissioner Rob Gilligan

Commissioner Susan Brinkman

Commissioner Jamie Sauder

EXECUTIVE SESSION

1) AN EXECUTIVE SESSION FOR DISCUSSIONS RELATING TO DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS RELATED TO POTENTIAL ECONOMIC DEVELOPMENT PROJECTS. K.S.A. 75-4319(B)(4) IS THE AUTHORITY FOR THE RECESS INTO EXECUTIVE SESSION.

RECOMMENDED ACTION: Recess into Executive Session to discuss proprietary information for private enterprises for 30 minutes and stating at which time the open meeting will resume.

ADJOURNMENT

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Recognition of Winners of the Emporia Human Relations Commission Poster and Essay Contest.

RECOMMENDATION:

BACKGROUND SUMMARY:

The Emporia Human Relations Commission has recently conducted a contest for students to write an essay or create a poster demonstrating the importance of human rights and good human relations in our community.

The poster contest was open to students grades 3 through 5, and consisted of two themes: "Fair Housing: Building a Better Future and "How do you show respect for one another?" There were 149 entries in the poster contest.

The essay contest was open to students grades 6 through 12, and challenged participants to answer one or more of the following: "What can I do to improve human relations in Emporia?", "What does human rights mean to me?", and What is the best way to improve human rights issues in the 21st century?"

ACTION RECORD

Action: _____

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

We are all

people!

(Believe it)



We should respect each other

12/17/20

Be kind

Be nice

do nice things

Be helpful

Be respectful

Be responsible

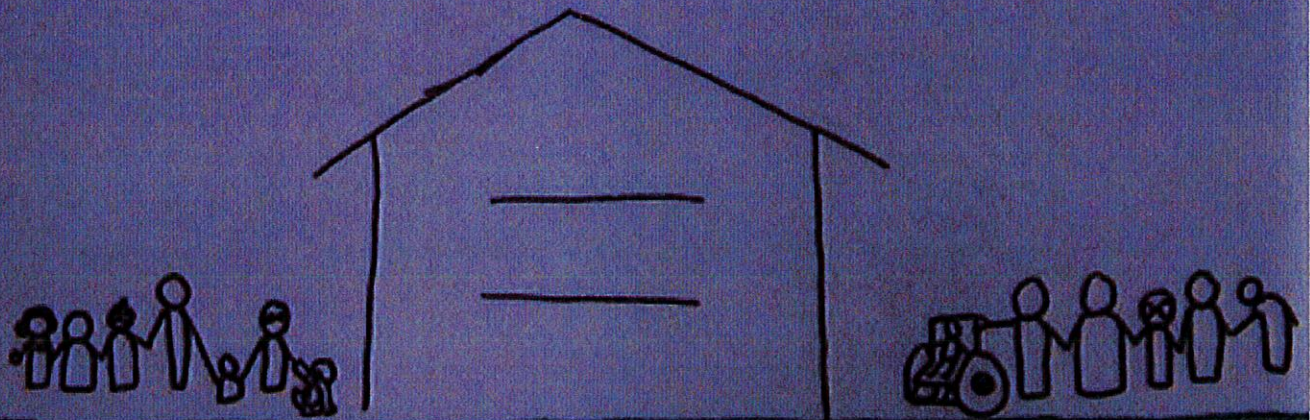


SHOW KINDNESS

to the



A persons a
person
No matter how
Small



Everybody deserves a home!

Human Rights

What are Human Rights? Human rights are what we believe that people are allowed to do, the limit or maximum a human should be able to do.

Human rights existed before laws. Everybody has their own opinion on what humans should be able to do, a lot of countries have different expectations and punishments. For example, there is communism in China, and capitalism in America.

Why would human rights exist? Let's say you were Jeff Bezos. You're living in your million dollar house with your golden car, butlers, technology, everything. Then suddenly, a man comes and takes everything you have. You'd be enraged, you'd want to get your lawsuit and bring him to jail, but that doesn't exist! The person has now "legally" stolen everything you have because he doesn't have a limit of what he can do.

There are moments where you will have to sacrifice your human rights to keep other people safe. For example, people wear masks to keep their friends, school, and family safe.

E4

Human rights are made from your moral compass. So to improve human rights, you will need better education, because better education improves your mental strength and makes you a better person. It also helps you realize the impact of your actions. That is how you improve human rights.

Ways people improved human rights are things like speaking up for what they cared about, writing a book, and listening to other people who have the same problem.

Overall, human rights is a thing that is made from your morals, and using that moral, it gives you an opinion about humans. This thing is important because it mostly helps people stay in control. That is what human rights are.

263 words

E3

Human Right Essay

In its most basic definition, human rights are rights that are "believed to belong justifiably to every person". That is the definition of human rights from the dictionary, but how do we decide if the right belongs justifiably? Human rights can't be this simply defined by a sentence just like how the question of the meaning of life can't be defined by a single sentence. When ethics and morals are involved, there is no just white or black area. Philosophy isn't as clear cut as that.

For instance, the question of human rights is more famously explored by the writing of the constitution of America which is still considered a newer country. The bill of rights or the first ten amendments are some of the human rights that Americans have. We may have the right to freedom of speech, religion, petition, press, and assemblies, but that doesn't mean other countries do. In the middle-east with countries ruled by the Taliban, people don't have freedom of religion. If a woman walked outside without being covered head to toe in clothing, then they would be stoned to death. The Taliban enacts and enforces islamic laws. In countries like China and Russia, people don't have the right to freedom of speech or press. If human rights extend to all humans, then is the bill of rights human rights? People in America have different rights than people of different countries, so are the rights in the constitution human rights? The rights in the constitution only applied to America and don't really extend to all people so what is a human right?

As a result, there are a lot of arguments that can be made about philosophical questions like human rights, but logically, rights have existed before the constitution. While the constitution is a good place to look for good rights, it may not necessarily be human rights. If a human right is something that believes to justifiably belong to everyone, then is it common sense like the rights of the 9th amendment. If a human right was taken away, would the person die? What may be justifiable to one country, is another matter to a different country. As established before, human rights can vary from region to region. Would denying someone the right to freedom of speech be taking away their human rights? In America, the answer is yes, but in other countries, it may be no.

Additionally, human rights aren't just in the bill of rights in the US constitutions. They predate the US constitutions as supported by the 9th amendment which protects people's unlisted rights like breathing. It wasn't created when the US constitution was being drafted, no, it existed since the first humans were alive but were added to and remodeled as humans evolved. All living beings have one goal and that goal is to survive. Evolution is all part of achieving that goal. Animals and plants adapt and change so they can thrive and live. Those who cannot evolve and adapt, become extinct. Human rights came from that.

To illustrate, imagine you are one of the early humans. The type of people you imagine when someone says cavemen. Now, imagine someone stole your food. You would be cheated and furious. That thief has stolen something that is believed to justifiably belong to you. Living beings need sustenance to survive. For plants, that is a mixture of sunlight, water, and nutrients.

E3

For other living beings like humans, that sustenance is food and water. Those are necessities of life which people believe to justifiably belong to every person. Human rights began from the need for survival but evolved as people gained intellect and became smarter. As cultures and thinking changed, so did the basic needs for people changed. It used to be just tools and abilities for survival, not rights including development and growth of the mind. The rights we believe to belong justifiably to everyone are rights that give us safety and don't limit our mental growth.

For instance, the right to breath is a right that gives us safety and allows humans to continue functioning. If you don't breathe, then you don't get oxygen which is a necessity of life. Since this right is something you need to have to live, then the right to breathe should be a human right.

If human rights are that easy to decide, then why the discussion? Why the scrutiny? The reason why is the very history of humankind. The weak die while the strong thrive. Before even thinking about equality, humans have been enslaving others. Whether it be race, power, or ethnicity, people enslaved each other for profit. They didn't care about human rights. The slave owners only cared about profit and themselves. People of color have been oppressed for generations in America which is still a fairly new country compared to the others. Most of America's history had oppressed people just because of the color of their skins. Just because of their skin color, people were treated below and were thought of as objects or animals. They weren't treated as people. Children were faced with a lifetime of brutality and suffrage just because they looked different to the others. The law, which was supposed to be fair to everyone, treated people of color differently. People who committed murder were found innocent because of the the victim's color. Those people did much for America, yet they were being treated like animals. They didn't get human rights like the rest of America. That is why we have black lives matter and black history month. These organizations and events serve as a reminder to a dark history. A history where a mob of people would kidnap you and torture you just because your skin color is different.

If we lived in an ideal perfect world, this wouldn't have happened. Human rights are given to everyone and there wouldn't be a debate. Everyone would have the right to a happy life. A life where they have the basic rights for survival and their ideas can grow and flourish, but we don't live in an ideal world. Human rights can be taken away and people suffer as a result. The poor starve while the rich have lavish feasts courtesy of the poor. This happened many times in the past and one could argue that North Korea has this situation with its leader and its citizens. These people faced brutal treatments and we, the people, should try our best to reconcile. America has many faults, and so do many other countries, but we can learn from the past and change for the better. America was created so the people wouldn't have a ruler and everyone has freedom. The vikings led expansions because they didn't want to be ruled by an unfair king. The victims of the past didn't have a say in their torment, but we have a voice and we can use that voice of today to make the day of tomorrow better.

Even though the concept of human rights is not that new, people are still working with this and advancements for humans are recent. For example, presidents Biden and Trump lived in a time where there existed many racist people. The lynching or murder of Emmett Till happened in 1955. Biden would have been about 12 years old when this happened. Those men who torture and then murdered Emmett Till were found innocent and then sold their story on how they killed Emmett Till for a small fortune. This was 66 years ago from 2021 which is the year in which this essay is being written. Human relations are always trying to be improved. So, how can we improve human rights?

A simple way to help improve human rights relations is donations. Even something as boring and insignificant as an everyday item for people of the middle class like a bottle of water can mean life or death for someone down on their luck. Donations can be given by people of wealth, the government, and just normal people. An example of a country giving donations is the United States. The United States is the largest donor in the world. Ireland is also a large food aid donor. As mundane as food aid sounds, it is incredibly important. For instance, the Great Hungry or Great Famine of Ireland. In 1855, the Irish Potato Famine began, it permanently changed the politics in Ireland and the people of Ireland understand the depth of despair that a famine can cause. The population of Ireland fell by about 20%-25% due to death and emigration. That is why the government of Ireland is a big donor in food aid. Schools have annual food donation drives.

While donations are greatly appreciated, it is only a temporary solution. Donations are just to help ease the pain of poverty but it cannot solve it. World hunger and world poverty have been problems that donations are keeping at bay but the problem will get worse. Donations are only based on the goodwill of people and the wealth of these people. What will happen to the people living in poverty when that goodwill runs out? What will happen to the people whose wealth has run out?

Capitalism is flawed but so is communism. Capitalism awards people who are innovative, creative, hard-working, and most importantly, those who get the opportunity to earn wealth. In theory, the smarter you are and the harder you work translates to great wealth. You get what you put in. This idea of economic growth is not bad, but people who don't get the opportunity to work suffer. These people could have been in Harvard or other colleges but they couldn't find a job. These people could have been one of the greatest minds if they got education.

Education can help people understand the world better. It helps them realize the impact of their actions and the nature of the world we live in. It is supposed to help them develop skills they will use in the world. These very skills you can learn from education could help financially or even help create inventions. The stock market is a place of opportunity. Opportunity for both the investor and the company issuing stocks but you need to know how it works. This knowledge can come from books or the education system. In most cases, people can get the majority of their knowledge from the education system but some knowledge that can make a living like the stock market is mostly found in books and online videos. The education system in

E3

the world differs from place to place so the quality of said education varies. In China, the education system focuses on math and science while education in India focuses on computers. The education system in America doesn't really have a focus on education. There are some exceptional students here and there, but 8th-graders have been working (and struggling) with math that has been learned in 6th grade. I say this from experience. I have seen 8th graders struggle with basic algebra while my cousin from China in 6th grade already learnt it. There may be more things to change and make more challenging in the education system but math is the one I am most familiar with.

As mentioned before, the skills you learn in school should help you in living, but after you go to college and graduate. What do you do after? College doesn't help you find a job or help you decide what you want to do with your life. You have to find these jobs by yourself. There are some business classes that talk about how to get jobs but these classes only last about a trimester or two but it is only really a mention. That's why people rely on other resources to find jobs. School didn't prepare them for finding a job so people use apps like Indeed. There are also problems with unemployment because people aren't prepared to find jobs or companies don't need them. The companies don't want to hire people if they already have an abundance of physical labor which most people can do. In theory, people want to hire smart people which usually and logically correlate to education and more specifically, degrees. People generally agree that having a good degree would give them a better chance at getting a good job but few people go to college because it costs too much or drop out because they are not understanding the classes. The cost of college varies from place to place, but people can go to college for free. There are some colleges that allow students to attend for free and those colleges include famous institutions like Harvard and Yale. The cost of colleges have many factors, but the most common is intelligence. We have heard about scholarships. These scholarships are financial help provided by the school to students of exceptional talent or ability. These scholarships can be sport related or academically given. Both of which can be cultivated early on during elementary, middle and high school. Talent helps with many things but grit and determination takes it further. You get what you earn. That applies to the gains of physical items as well as developing skills. This process of learning is supposed to be hastened by a mentor or teacher, but that will only happen if the student gets challenged. That challenge can be that of an intellectual problem or building up muscle. Muscle grows and becomes stronger only because of the challenges of lifting something heavy. This also applies to the mind. It only grows sharper with appropriate challenges. In turn, the improvement to education can lead to financial support from college because of the higher intelligence of the student. This would also improve the amount of skilled workers who are likely to understand what they are doing. This understanding can lead to reduced workplace accidents and increased respect for work. Education can help open the eyes of a person and introduce them to philosophy. In turn, this understanding of philosophy can lead to the realization and continued thinking about morals and human rights. To solve a problem, one must first find and understand the problem.

In conclusion, human rights are rights that every human needs to continue to exist and grow as a person. This growth can be intellectual, philosophical, or cultural. In order to improve

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human rights relationships, we should improve the accessibility of education and increase the learning difficulty of said education.

1828 words

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For thousands of years people have been fighting for human rights. It is astounding how this fight hasn't ended yet, that groups of people have to stand up for their values because they are not respected by others. According to the Oxford Dictionary human rights means "a right that is believed to belong justifiably to every person." In my opinion, human rights are inalienable rights that are given to every person in the world, no matter your race, sexuality, nationality, or religion. I believe that we are free, we are equal, and we have the ability to have our own ideas and thoughts. Human rights have changed overtime for good and for bad.

Many people in the world, including me, believe that human rights in the 21st century should be improved. One way that we can improve access to human rights is we could teach people to be more inclusive. We could first begin to achieve inclusivity on a smaller scale, in schools. Schools should have more options for students to participate in cultural clubs and classes. We need students who attend school to be more confident in themselves. Not only that, schools should also teach students to stand up for themselves as well as others around them while not feeling embarrassed about it. In the 21st century, we have controversial issues such as human trafficking, the refugee crisis, workers' rights, LGBTQ+ rights and many more. Schools need to shed light on those debatable topics that make students more aware of the world and how human rights are changing.

Ways I can improve human relations in Emporia can be to train current clubs to teach diversity. For example, a club at my school called Latinos Unidos which teaches about culture, being a part of a community and empathy to help people at schools and around the area feel

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comfortable to be who they are. Not only that, but I can participate in community service, offer to help at shelters, and inform others about events happening in town.

Considering that the fight for human rights is still happening, and that I believe that human rights are a basic set of rights that are inalienable, therefore, we need to teach our younger people to be more inclusive. At Emporia High School, we can start helping people be more inclusive by training clubs in diversity.

392 words

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Public Forum.

RECOMMENDATION:

BACKGROUND SUMMARY:

Citizen Appearance Procedures

Presentation 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, City Employee, individual group or corporation.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 1

SUBJECT: Ordinance for St. Patrick's Day Beer Garden.

RECOMMENDATION: Approve Ordinance for St. Patrick's Day Beer Garden

BACKGROUND SUMMARY:

Town Royal requests a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the St. Patrick's Day celebration to be held on March 19, 2022. The requested exemption is for the parking lot adjacent to the Town Royal at 405 Commercial Street from 9:00 a.m. to 1:00 a.m. on that date.

The proposed ordinance includes requirements that all alcoholic beverages remain within City fencing with the final location to be approved by the Chief of Police, that no one under the age of 21 may possess or consume alcohol, and that Town Royal must meet all city and state requirements for alcohol sales.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING THE PARKING LOT NEXT TO 405 COMMERCIAL STREET IN THE CITY OF EMPORIA, KANSAS, FROM THE PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES.

WHEREAS, Town Royal requests an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor on the parking lot next to Town Royal, 405 Commercial Street, Emporia, Kansas, in connection with the operation of a temporary beer garden on March 19, 2022.

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

SECTION 1. Pursuant to K.S.A. 2009 SUPP. 41-719(d), as amended, and City Code Sec. 14-102 governing beer gardens; the Governing Body exempts the parking lot next to Town Royal, 405 Commercial Street from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being consumed in conjunction with the St. Patrick's Day event between 9:00 a.m. and 1:00 a.m. on March 19, 2022, as authorized by the City Manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated by City of Emporia fencing in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all the requirements for obtaining an extension of premises for sale of alcoholic beverages by the city and the state.

SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 16th day of February 2022.

Becky Smith, Mayor

AITEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 2

SUBJECT: Conduct Public Hearing for the purpose of submitting an application to the Kansas Department of Commerce for a Community Development Block Grant.

RECOMMENDATION: Conduct Public Hearing and authorize the submission of the grant application, approve Resolution No. 3664 Certifying Legal Authority to apply; approve Resolution No. 3665 Declaring a building Blighted; and authorize Mayor or staff to execute all necessary documents.

BACKGROUND SUMMARY:

Now is the time for a Public Hearing to be conducted for a Community Development Block Grant (CDGB) commercial rehabilitation grant for the building located at 17 W 4th Avenue. If the grant is awarded, the owners of the building will use the funds to rehabilitate the building to put it to its highest and best use.

As part of the grant application process, a public hearing must be held to allow for comments before the application is submitted.

Budget Impact-None, owners will provide the required matching funds.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

THE CITY OF Emporia, KANSAS

RESOLUTION NO. _____

Resolution Certifying Legal Authority
TO APPLY FOR THE 2021 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Emporia, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Emporia, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Emporia, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Emporia, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$ 111,317 in cash funds toward this project and \$ -0- in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF Emporia, KANSAS, this 16th day of February, 2022.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF Emporia, KANSAS

CITY OF Emporia, KANSAS

RESOLUTION NO. _____

A RESOLUTION DECLARING A BUILDING BLIGHTED WITH
RESPECT TO THE KANSAS SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of Emporia wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, T3LB LLC, the owner of the building located at 17 W 4th Ave in the City of Emporia wishes to participate in the program.

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Emporia, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

and, FURTHERMORE these conditions are detrimental to public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF Emporia, KANSAS THIS 16th
DAY OF February, 2022.

ATTEST:

Mayor

City Clerk

(Seal)

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
 - (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

Signature, Chief Elected Official	Becky Smith
Mayor	Name (typed or printed)
Title	2-16-22
	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of ^{Emporia}_____, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor/County Commission

ATTEST:

City/County Clerk/City Clerk

(Minimum required by all applicants for funding – must be submitted with application)

Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

Relocation due to demolition will not be part of this project.

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Emporia on the 18th day of February, 2022.

	<u>Emporia, KS</u>	<u>2-18-22</u>
Signature – Chief Elected Official	Jurisdiction	Date

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): The city of Emporia, KS 111 East 6th Ave Emporia, KS 66801 (620) 343-4250	2. Social Security Number or Employer ID Number: DUNS073035396
3. HUD Program Name CDBG	4. Amount of HUD Assistance Requested/Received \$250,000
5. State the name and location (street address, City and State) of the project or activity: 17 W 4th Ave Emporia, KS 66801	

Part I Threshold Determinations

- | | |
|--|---|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☒ Yes ☐ No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☒ Yes ☐ No. |
|--|---|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
CDBG	grant	\$250,000	construction
Private financing	cash	\$111,317	construction, design/inspection, admin

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Ben Moore Studio	DUNS030123646	Design/Inspection	\$6,500/1.7%
Western Consultants DBA GAS	DUNS117154555	Admin	\$17,000/4.7%

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X	
---------------------	--

CLICK HERE FOR FORM FILL PDF **CDBG Disclosure Report**

****SEE GENERAL APPLICATION REQUIREMENTS FOR DISCLOSURE REPORT REQUIREMENTS****

Form HUD-2880 (3/13)

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: Emporia Downtown Commercial Rehabilitation Improvements

Project Location: 17 W 4th Ave Emporia, KS 66801

Project Description: _____

Scope of work will include site work, demolition, roofing, exterior improvements, structural repairs, plumbing, accessibility improvements, and miscellaneous appurtenances related to construction activities. The total estimated total project cost is \$361,317. The city is applying for \$250,000 in Commercial Rehabilitation CDBG funding. If awarded, CDBG funding will cover construction costs only. Local matching funds in the amount of \$111,317 in the form of cash funds provided by T3LB LLC will cover construction, engineering design/inspection, and administration. Construction of the project is expected between June and December of 2022.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(____)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(____)
- ☒ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(1)
- ☐ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

<u>Becky Smith, Mayor</u> Chief Elected Official (print name/title)	_____ Chief Elected Official's Signature
_____ Date	

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 3

SUBJECT: Consider authorizing the Mayor to sign a grant agreement with the Federal Home Loan Bank of Topeka for a direct subsidy in the amount of \$357,000 to repair 40 homes located within the city limits of Emporia.

RECOMMENDATION: Approve Agreement and Authorize Mayor to Sign.

BACKGROUND SUMMARY:

The City has been awarded a grant through the Federal Home Loan Bank of Topeka's Affordable Housing Program to make repairs on houses occupied by owners with household income of less than 60% of area median income. The City has successfully completed many of these grants since 2000.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



SERVING COLORADO | KANSAS | NEBRASKA | OKLAHOMA

Affordable Housing Program Agreement for Owner-occupied Project

Federal Home Loan Bank of Topeka ("FHLBank"), ESB Financial ("Member"), and City of Emporia ("Project Sponsor") enter into this Affordable Housing Program Agreement for Owner-occupied Project ("Agreement"), effective December 17, 2021 which sets forth the respective duties and obligations of FHLBank, Member and Project Sponsor with regard to the Affordable Housing Program ("AHP") Application ("Application") submitted for 2021A10004 2021 Fix Emporia ("Project"). This Agreement shall be binding upon the parties and upon any successor in interest to the parties.

Member and Project Sponsor are bound by the terms and conditions of the Application, including any and all representations made in the Application, and by the terms and conditions set forth on Exhibit A. The Project's commitments are as follows:

Project must start by:

December 17, 2022

Requests for Subsidy Must Be Submitted By (42 months from the date of this Agreement):

June 17, 2025

Project must be Fully Funded and Complete By (48 months from the date of this Agreement):

December 17, 2025

Amount and Type of AHP Subsidy (hereinafter "subsidy"): \$357,000.00 direct subsidy

Total Housing Units: 40

Income Targeting:

Units at or below 50% of the area median income: 75% of the units

Units at or below 60% of the area median income: 25% of the units

Donated/Government Conveyed Property: N/A

Project Non-profit/Government Sponsor: City of Emporia, shall be integrally involved, as defined in the AHP Implementation Plan.

Home Purchase by Low- or Moderate-Income Households: N/A

Underserved Communities and Populations:

Special Needs: Minimum 50% of the units

Other Targeted Populations (Large Units): Minimum 50% of the units

Creating Economic Opportunity (Promotion of Empowerment):

Homebuyer/Homeownership Counseling: Minimum 50% of the units

Financial Education (and/or Credit Counseling): Offer to 100% of the units

Community Stability:

Preservation of Affordable Housing (Owner-occupied Rehabilitation): 100% of the units

FHLBank Priorities:

AHP Subsidy per Unit (average): \$8,925.00

Member Financial Participation: Minimum 20% of the units

Federally Declared Disaster Area: Minimum 50% of the units

Low Cost Development per Unit: < \$20,000

In-district: Minimum 50% of the units

Retention Period: N/A

The parties hereto accept the terms and conditions as set forth herein, including Exhibit A. The parties also represent and warrant that they have full corporate power and authority and have received all corporate and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement and that at all times they will adhere to the terms and conditions set forth herein. Member acknowledges that it has been notified of the requirements of the applicable FHFA regulations and all FHLBank policies relevant to Member's Application for subsidy. In addition, the parties agree that the Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Project Number: 2021A10004

Project Name: 2021 Fix Emporia

Agreed to and Accepted-**Member**

Agreed to and Accepted-**Project Sponsor**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

For: ESB Financial

For: City of Emporia

Federal Home Loan Bank Topeka

By: _____

Name: Tom Thull

Title: FVP, CIO, Director of HCD

Exhibit A to Affordable Housing Program Agreement for Owner-Occupied Project

The parties agree to the following terms and conditions:

1. General.

- 1.1. The parties are bound by and each of the following are incorporated in this Agreement and all agreements between FHLBank, Member, and Project Sponsors receiving subsidy under the competitive application program: (i) the Federal Home Loan Bank Act (12 U.S.C. 1430(j)); and the Affordable Housing Program ("AHP") regulations at 12 C.F.R. Part 1291 of the Federal Housing Finance Agency ("FHFA") as may be in effect from time to time, or the regulations in effect from time to time of any successor in interest to FHFA ("AHP Regulations"); and (iii) the Affordable Housing Program Implementation Plan of FHLBank or any successor in interest to FHLBank as may be in effect from time to time ("AHP IP"). To the extent the Federal Home Loan Bank Act or AHP Regulations are amended from time to time, this Agreement is deemed to incorporate and conform to any new requirements in the Federal Home Loan Bank Act or AHP Regulations. No amendment to the Federal Home Loan Bank Act or AHP Regulations identified in this paragraph shall affect the legality of actions taken prior to the effective date of such amendment.
 - 1.2. To the extent the applicable AHP Regulations or the provisions of the AHP IP are inconsistent with any term or provision of this Agreement, the AHP Regulations and AHP IP shall govern.
 - 1.3. This Agreement constitutes an agreement between Member and Project Sponsor to use the subsidy in accordance with the terms of the Member's approved application for subsidy, this Agreement, and the applicable requirements of the AHP Regulations and AHP IP.
 - 1.4. Each term defined in the AHP IP and used in this Agreement without definition shall have the meaning assigned to such term in the AHP IP, unless expressly provided to the contrary.
 - 1.5. The headings contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.
 - 1.6. Wherever possible, each provision of the Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of the Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of the Agreement.
 - 1.7. This Agreement supersedes any and all prior agreements and understandings, written or oral, and contains the entire Agreement of the parties as to the matters covered.
 - 1.8. This Agreement shall be fully executed by Member and Project Sponsor and returned to FHLBank.
2. **Transfer of AHP Obligations.** A Member shall make best efforts to transfer its obligations under the Application and this Agreement to another member in the event of its loss of membership in FHLBank, prior to FHLBank's final disbursement of the subsidy. If, after final disbursement of a subsidy to Member, Member undergoes an acquisition or a consolidation resulting in a successor entity that is not a member of FHLBank, the nonmember successor entity assumes Member's obligations under its Application for subsidy. Where Member received an AHP subsidized advance, the nonmember entity

assumes such obligations until prepayment or orderly liquidation by the nonmember entity of the AHP subsidized advance.

3. **Notification.** Member and Project Sponsor shall promptly report to FHLBank any material changes in the financial structure of the project including, but not limited to, any, adjustments to the source and uses of funds, failure to receive other project-related funds, or any other material changes in the Project's scope and terms. FHLBank retains the right to re-evaluate the need for the subsidy throughout the project's life cycle and make such modifications thereto, as it deems appropriate.
4. **Modification.** Modifications to this Agreement may be made by written request to FHLBank as set forth in AHP IP *Section V. AHP Processes, A. AHP Funding Procedures, 3. Modifications*. FHLBank may also initiate a modification of the commitments set forth in this Agreement.
5. **Subsidy Disbursement and Use.**
 - 5.1. Subsidy disbursement requests must be submitted within the time frame required by AHP IP *Section II. AHP Minimum Eligibility Requirements, I. Timing of AHP Subsidy Use*.
 - 5.2. FHLBank disburses AHP funds on a reimbursement basis, post-closing or post rehabilitation and in accordance with the AHP IP *Section V. AHP Processes A. AHP Funding Procedures*. FHLBank reserves the right to approve or deny disbursement requests based on its review of submitted documentation.
 - 5.3. Prior to each disbursement of subsidy, FHLBank shall confirm the Project meets all obligations set forth in this Agreement and eligibility, progress, feasibility, and other requirements as set forth in AHP Regulations and the AHP IP. To ensure the level of subsidy from FHLBank is still warranted on the funding date, in conformity with the requirements of the applicable AHP Regulations, FHLBank will reevaluate the subsidy level and will only fund that portion of the subsidy deemed necessary by FHLBank. FHLBank will conduct the reevaluation in accordance with the AHP IP, including AHP IP *Sections II. AHP Minimum Eligibility Requirements, C. Need for Subsidy; II.D. Project Costs; II.F. Project Feasibility; and II.S. Site Visits; and Section V. AHP Processes, C. AHP Project Completion Reporting*.
 - 5.4. At disbursement, Member shall certify: (a) it has reviewed the documentation submitted by Project Sponsor as required by FHLBank; (b) the use of subsidy for this household is consistent with AHP Regulations, including the commitments made in this Agreement; and (c) the disbursement request complies with FHLBank's feasibility guidelines as stated in the AHP IP in effect at the time the Application was approved for funding.
 - 5.5. Compliance with the commitments made in this Agreement, AHP Regulations, and the AHP IP will be evaluated by FHLBank as the project progresses. FHLBank may, in its sole discretion, deny disbursement requests if the project is not in compliance with commitments made as described above.
 - 5.6. FHLBank will disburse a subsidy only to institutions that are members of FHLBank at the time the Project requests a draw-down of the subsidy. If an institution with a pending request for disbursement of subsidy loses its FHLBank membership, FHLBank may disburse the subsidy to an FHLBank member that has assumed the obligations of the Application and this Agreement, or FHLBank may disburse a subsidy through another Federal Home Loan Bank if a member of that Federal Home Loan Bank has assumed the institution's obligations under the Application and this Agreement.

- 5.7. Member shall pass on the full amount of the subsidy to the Project for which the subsidy was approved.
- 5.8. Member and Project Sponsor shall use the subsidy in accordance with this Agreement, the applicable AHP Regulations, and the AHP IP, including feasibility guidelines in effect at the time the Application was approved for funding and policies and procedures in effect at the time of disbursement request. AHP funds may not be used for processing, such as administrative or operating expenses of Member, and may not be used to fund operating or other reserves for the Project.
- 5.9. Member shall not be liable to FHLBank for the return of amounts that cannot be recovered from Project Sponsor after completion of reasonable collection efforts by Member.
6. **Monitoring.**
 - 6.1. Member and Project Sponsor shall comply with the monitoring requirements of the AHP Regulations and the AHP IP.
 - 6.2. Following Project approval and prior to the Project Completion date, Project Sponsor shall provide reports to FHLBank semi-annually indicating whether reasonable progress is being made towards completion of the Project in compliance with the commitments made in this Agreement, FHLBank policies, and the requirements of the applicable AHP Regulations.
 - 6.3. Within one year of the Project Completion date, the Project Sponsor will certify Project compliance by providing the project completion reporting documentation set forth in AHP IP *Section V. AHP Processes, C. AHP Project Completion Reporting*.
 - 6.4. FHLBank, in its sole discretion, may perform site visits, access the property and review all project compliance and required completion documentation, including but not limited to completion status and household and financial information.
7. **Retention.**
 - 7.1. Member shall ensure that where a household receives AHP subsidy for purchase or purchase-related repairs of an owner-occupied unit, the unit is subject to a recorded deed restriction or other legally-enforceable recorded retention agreement or mechanism requiring retention for 5 years (60 months) from the closing date for the purchase of the property ("Real Estate Retention Agreement").
 - 7.2. The executed and recorded Real Estate Retention Agreement shall be provided to FHLBank prior to FHLBank disbursing the funds to Member.
 - 7.3. The member shall ensure any Real Estate Retention Agreement under this paragraph requires that:
 - a. FHLBank, and in FHLBank's discretion any designee of FHLBank, shall be given notice of any sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the five-year retention period.
 - b. Any repayment of the subsidy shall be made to FHLBank.
 - c. The obligation to repay AHP subsidy to FHLBank shall terminate after any event of foreclosure, transfer by deed-in-lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to HUD, or death of the AHP-assisted homeowner.

- d. In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the retention period, the amount of AHP subsidy calculated in accordance with Section 8 (below) and as set forth in the AHP IP shall be repaid to FHLBank unless one of the following exceptions applies:
 - The unit was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - The subsequent purchaser, transferee, or assignee is a low- or moderate-income household, or proxy for such household as defined by FHLBank in Exhibit E of the AHP IP;
 - The amount of the AHP subsidy that would be required to be repaid is \$2,500 or less;
 - Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism as defined in this section.

8. Subsidy Repayment.

- 8.1. If Member or Project Sponsor lends a direct subsidy to the project, any repayments of principal and payments of interest received by Member or Project Sponsor prior to the expiration of the retention period must be paid forthwith to FHLBank.
- 8.2. *Repayment of direct subsidy.* In the case of a direct subsidy, such repayment of AHP subsidy shall be made: A) to FHLBank if (i) FHLBank has not authorized re-use of the repaid AHP subsidy or has authorized re-use of the repaid subsidy but not retention of such repaid subsidy by the Member or Project Sponsor pursuant to 12 C.F.R. § 1291.64(b), or (ii) FHLBank has authorized retention and re-use of such repaid subsidy by the Member or Project Sponsor pursuant to such section and the repaid subsidy is not re-used in accordance with the requirements of FHLBank and such section; or (B) to the Member or Project Sponsor for re-use by such Member or Project Sponsor if FHLBank has authorized retention and re-use of such subsidy by the member or project sponsor pursuant to 12 C.F.R. § 1291.64(b).
- 8.3. *Repayment of Subsidy Calculation for Owner-occupied Projects.* In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by a household during the retention period, not subject to one of the exceptions listed in Section 7.3 above, the amount of AHP subsidy a household subject to an AHP retention is required to repay shall be the lesser of:
 - a. The AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP five-year retention period; or
 - b. Any Net Proceeds, as defined in the AHP IP, from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted Household's Investment, as defined in the AHP IP.

9. Non-compliance.

- 9.1. FHLBank may, in its sole discretion, suspend or debar a Member or Project Sponsor from participation in the AHP if such party shows a pattern of non-compliance, or engages in a single instance of flagrant non-compliance, with the terms of an approved Application for subsidy, this Agreement, requirements of the applicable AHP Regulations or FHLBank policies, including the AHP IP.

- 9.2. Member and Project Sponsor each acknowledge that failure to comply with AHP Regulations or FHLBank policy and procedures, including the AHP IP will result in sanctions that may include, but may not be limited to, restrictions on current or future participation in the AHP, and/or moratoriums on transfer of approved AHP funds for any application, including this Project.
- 9.3. *Noncompliance by the member.* Member shall repay to FHLBank any portion of the subsidy, including interest as determined in FHLBank's discretion, that, as a result of Member's actions or omissions, was not used in compliance with the terms of this Agreement or the requirements of the applicable AHP Regulations or FHLBank's AHP IP guidelines in effect at the time the Application was approved for funding in accordance with the requirements of 12 C.F.R. § 1291.61, unless such non-compliance is cured by Member within a reasonable period of time as determined by FHLBank, or circumstances of such non-compliance are eliminated through a modification of the this Agreement, pursuant to the applicable AHP Regulations.
- 9.4. *Noncompliance by a project sponsor.* In the event of noncompliance with the commitments made in this Agreement or any provisions of this Agreement, including any use of AHP subsidy by the project sponsor for purposes other than those committed to in the AHP application, FHLBank shall request elimination of project noncompliance or shall pursue reasonable collection efforts as set forth in AHP IP Section V.A.3. *Modification and Section V.I. Reasonable Collection Efforts.*
10. **Indemnification.** Member shall not be liable in any manner for the negligent or willful acts or omissions of Project Sponsor or any agent, representative or employee thereof. Project Sponsor shall indemnify Member for any damages or costs related to any such negligent or willful acts or omissions.
11. **Publicity.** Member and Project Sponsor are required to include specific reference to "**FHLBank Topeka – Affordable Housing Program**" on all project signs, internet sites, press releases, letters and notices to government agencies, elected officials, newspapers or any other media concerning this project and any other printed or published materials describing the project. Member and Project Sponsor shall cooperate with FHLBank in acknowledging and promoting the involvement of FHLBank in funding for this Project.
12. **Compliance with Laws.** Member and Project Sponsor shall at all times comply with all federal, state, and local laws, ordinances, codes, regulations, and orders that are applicable to the operation of their business and to this Agreement and their performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.
13. **Confidentiality.** All parties acknowledge and agree that nonpublic personal information about consumers and customers, as defined in the Gramm Leach Bliley Act of 1999 and implementing regulations, will be maintained in a confidential manner, and shall be used and disclosed to third parties only to carry out the purposes contemplated in this Agreement and as permitted or required by law. All parties shall maintain appropriate procedures to safeguard the security of such information. This provision shall survive termination of the Agreement.
14. **Independent Contractors.** The parties agree that their relationship shall be that of independent contractors, and no partnership, joint venture, or employment relationship exists between the parties.

15. Supplier Diversity. FHLBank encourages supplier diversity. Additional information is available on FHLBank's website.

16. Equal Opportunity.

16.1. Member and Project Sponsor shall practice the principles of equal opportunity and non-discrimination in all business activities, to the maximum extent possible, and at a minimum regardless of race, color, creed, religion, sex, age, sexual orientation, national origin, ancestry, pregnancy, parental status, citizenship status, disability, genetic information, military status, gender identity and expression, or marital status. Business activities include operation, commercial and economic endeavors of any kind, whether for profit or not for profit and whether regularly or irregularly engaged in, and include, but are not limited to, management, employment procurement, and all types of contracts.

16.2. Member and Project Sponsor shall include the provisions of paragraph 16.1 to the maximum extent possible, in each subcontract it enters for services or goods provided to FHLBank.

16.3. In the event of Member's or Project Sponsor's noncompliance with this section, this contract may be cancelled, terminated or suspended, in whole or in part, without penalty to FHLBank.

17. Suspended Counterparties.

17.1. Notwithstanding any other provision of this agreement, FHLBank may terminate this Agreement, in whole or in part, without penalty to FHLBank, in the event the Member or Project Sponsor is suspended by the FHFA pursuant to 12 C.F.R. Part 1227 or is listed on the Office of Foreign Assets Control's Sanctions List.

17.2. FHLBank's AHP subsidy application form and AHP subsidy disbursement form for each subsidy disbursement (or other related documents) will include a requirement for the Project Sponsor to provide a certification that it meets the Project Sponsor qualifications criteria established by FHLBank and that it has not engaged in, and is not engaging in, covered misconduct as defined in FHFA's Suspended Counterparty Regulation (12 C.F.R. Part 1227).

18. Fraud and Anti-Money Laundering Reporting and Prevention.

18.1. Member and Project Sponsor agree to promptly report incidents of fraud or suspected fraud to FHLBank. Additional information is available on FHLBank's website.

18.2. Member and Project Sponsor represent that fraud awareness policies, best practices, and internal controls are in place.

18.3. Member has established and maintains an adequate and effective internal control environment, including effective anti-money laundering controls, designed to prevent the use of FHLBank's products and services, including AHP funding, to facilitate money laundering, the funding of terrorists, fraud or other criminal activity. Member shall ensure that each intermediary (if any) and each recipient or beneficiary of AHP funding is included within the scope of Member's know-your-customer processes. Member complies with all applicable Bank Secrecy Act and Office of Foreign Assets Controls (OFAC) requirements as they relate to the AHP and certifies that Member has conducted (or caused to be conducted) a screen to confirm that each party to this Agreement, with the exception of FHLBank or its employees, is not a "specially designated national and blocked person" (SDN) on the SDN list maintained by OFAC.

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 4

SUBJECT: Consider Approving Post Construction Stormwater Ordinance.

RECOMMENDATION: Adopt the Post Construction Stormwater Ordinance Amending Article IV of the City Code by adding a Chapter 10 to said Article.

BACKGROUND SUMMARY:

Adding Chapter 10 which includes the Post Construction Stormwater Ordinance to Article IV of the City Code will further help City staff manage programs needed to be in compliance with our KDHE Municipal Separate Stormwater System (MS4) discharge permit. The permit program requirements increase in 2023.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM FOR THE CITY OF EMPORIA, KANSAS; INCLUDING AREAS OF APPLICABILITY, OBJECTIVES, AND CRITERIA: AND AMENDING THE CODE OF THE CITY OF EMPORIA, KANSAS, 1983, BY ADDING CHAPTER 10, ARTICLE IV THERETO.

BE IT ORDDAINED by the Governing Body of the City of Emporia, Kansas

Section 1. The Code of the City of Emporia, Kansas, 1983 is hereby amended by adding an Article IV to Chapter 10, which said Article reads as follow:

ARTICLE IV. POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM

Section 10-80 Adoption of "Post Construction Storm Water Best Management Practices" Manual.

- (A) The City hereby adopts by reference the document "Post Construction Storm Water Best Management Practices" Manual authored in April 2009 by Wilson & Company and CDM for the Kansas Stormwater Consortium, of which the City of Emporia is a member.

Section 10-81 Applicability and Exemptions.

- (A) This ordinance shall be applied to all land disturbing activities, unless exempt pursuant to the Sections that follow. The stormwater management regulations presented within shall be applied to any new development or redevelopment activity that meets one or more of the following criteria:
- (1) New development that involves the creation of (5,000 square feet or more) of impervious cover or that involves other land disturbing activities of (one acre or more)
 - (2) Redevelopment that involves the creation and/or addition of (5,000 square feet or more) of impervious cover or that involves other land disturbing activities of (one acre or more);
 - (3) New development or redevelopment, that is part of a larger common plan of development (in totality of one acre or more), even though multiple, separate and distinct land disturbing activities may take place at different times and on different schedules; or
 - (4) New development or redevelopment, that involves the creation or modification of a stormwater hotspot, as defined by the (administrator).
- (B) The following activities are exempt from the ordinance:

- (1) New development or redevelopment activities on individual residential lots that are not part of a larger common plan of development and do not meet any of the applicability criteria listed above;
- (2) Additions or modifications to existing single-family homes and duplex residential units that do not meet any of the applicability criteria listed above;
- (3) Development projects that are undertaken exclusively for agricultural or silvicultural purposes within areas zoned for agricultural or silvicultural land use;
- (4) Maintenance and repairs of any green infrastructure or stormwater management practices deemed necessary by the (administrator);
- (5) Any part of the land development project that was approved by the (administrator) prior to the adoption of this ordinance; and
- (6) Redevelopment activities that involve the replacement of impervious cover of equal or lesser area.

Section 10-82 Designation of Ordinance Administrator

The City Engineer is hereby appointed to administer and implement the provisions of this ordinance.

Section 10-83 Compatibility with Other Regulations

This ordinance is not intended to interfere with, modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 10-84 Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judge invalid by a court of competent jurisdiction, such judgement shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

Section 10-85 Post Construction Manual

The City of Emporia will utilize the information presented in the latest edition of “Post Construction Storm Water Best Management Practices” authored in April 2009 by Wilson & Company and CDM for the Kansas Stormwater Consortium and the City of Emporia, and any relevant local addenda, to assist in the proper implementation of this ordinance. These references may be updated and expanded periodically, based on additional information obtained through scientific research, performance monitoring and local experience.

Section 10-86

Definitions

“Applicant” means a property owner or agent of a property owner who has submitted an application for a post-construction stormwater management permit.

“Aquatic Buffer” means an area of land located around or near a stream, wetland, or waterbody that has intrinsic value due to the ecological services it provides, including pollutant removal, erosion control and conveyance and temporary storage of flood flows.

“Aquatic Resource Protection” means measures taken to protect aquatic resources from several negative impacts of the land development process, including complete loss or destruction, stream channel enlargement and increased salinity fluctuations.

“Better Site Design Techniques” means site design techniques that can be used during the site planning and design process to minimize land disturbance and the creation of new impervious and disturbed pervious cover. Better site design techniques include reducing clearing and grading limits, reducing roadway lengths and widths and reducing parking lot and building footprints.

“Better Site Planning Techniques” means site planning techniques that can be used during the site planning and design process to protect valuable aquatic and terrestrial resources from the direct impacts of the land development process. Better site planning techniques include protecting primary and secondary conservation areas.

“Building” means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal or property and occupying more than 100 square feet or area.

“Channel” means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

“Conservation Areas” means permanently protected areas of a site that are preserved, in perpetuity, in an undisturbed, natural state.

“Conservation Easement” means a legal agreement between a land owner and a local, state, or federal government agency or land trust that permanently protects conservation areas on the owner’s land by limiting the amount and type of development that can take place within them but continues to leave the conservation areas in private ownership.

“Dedication” Means the deliberate appropriation of property by its owner for general public use.

“Detention” means the temporary storage of stormwater runoff in a stormwater management practice for the purpose of controlling the peak discharge rates and providing gravitational settling of pollutants.

“Developer” means a person who undertakes a land development project.

“Development Project” means a new development or redevelopment project.

Development Site” means a parcel of land where land disturbing activities have been or will be initiated to complete a land development project.

“Drainage Easement” means a legal right conveyed by a landowner to a grantee allowing the grantee to convey, treat or manage stormwater runoff on the private land subject to the drainage easement.

“Easement” means a legal right conveyed by a landowner to a grantee allowing the use of private land for conveyance, treatment and management of stormwater runoff and access to green infrastructure and stormwater practices.

“Erosion and Sediment Control Plan” means a plan that is designed to minimize and control the accelerated erosion and increased sediment loads that occur at a site during land disturbing activities.

“Evapotranspiration” means the loss of water to the atmosphere through both evaporation and transpiration, which is the evaporation of water from the aerial parts of plants.

“Extended Detention” means the temporary storage of stormwater runoff in a stormwater management practice for an extended period of time, typically 24 hours or greater.

“Extreme Flood Protection” mean measures taken to protect downstream properties from dangerous extreme flooding events and help maintain the boundaries of the existing 100-year floodplain.

“Fee in Lieu Contribution” means a payment of money in place of meeting all or part of the stormwater management criteria required by a post-construction stormwater management ordinance.

“Flooding” means a volume of stormwater runoff that is too great to be confined within the banks of a stream, river or other aquatic resource or walls of a stormwater conveyance feature and that overflows onto adjacent lands.

“Green Infrastructure Practices” means the combination of three complementary, but distinct, groups of natural resource protection and stormwater management practices and techniques, including better site planning and design techniques and low impact development practices, that are used to protect valuable terrestrial and aquatic resources from the direct impacts of the land development process, maintain pre-development site hydrology and reduce post-construction stormwater runoff rates, volumes and pollutant loads.

“Hydrologic Soil Group (HSG)” means a Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

“Impaired Waters” means those streams, rivers, lakes, estuaries and other water bodies that currently do not meet their designated use classification and associated water quality standards under the Clean Water Act.

“Impervious Cover” means a surface composed of any material that greatly impedes or prevents the natural infiltration of water into the underlying native soils. Impervious surfaces included, but are not limited to, rooftops, buildings, sidewalks, driveways, streets, and roads.

“Industrial Stormwater Permit” means a National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries that regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

“Infill Development” means land development that occurs within designated areas based on local land use, watershed and/or utility plans where the surrounding area is generally developed, and where the site or area is either vacant or has previously been used for another purpose.

“Infiltration” means the process of allowing stormwater runoff to percolate into the underlying native soils.

“Infiltration Practice” means a green infrastructure or stormwater management practice designed to provide infiltration of stormwater runoff into the underlying native soils. These stormwater management practices, stormwater conveyance features and stormwater drain infrastructure can provide both stormwater quantity and stormwater quality benefits to a development site.

“Inspection and Maintenance” means the responsibility that a property owner has to inspect and maintain their stormwater management system in accordance with the approved stormwater management system and approved post-construction stormwater management system plans. The City may at its discretion perform periodic inspections of approved stormwater facilities within its corporate limits for compliance. Written notices of violation will be sent for any said violations seen as a part of those periodic inspections. Those written notices of violation will be sent to the property owner of record with instructions and dates for correction of said violations.

“Jurisdictional Wetland” means any project undertaken to change or improve a site that involves one or more land disturbing activities.

“Land Development” means any project undertaken to change or improve a site that involves one or more land disturbing activities.

“Land Disturbing Activity” means any activity that changes stormwater runoff rates, volumes and pollutant loads on a site. These activities include, but are not limited to, the grading, digging, cutting, scraping, or excavating of soil, the placement of fill materials, paving, construction, substantial removal of vegetation and any activity that bares soil or rock or involves the diversion of piping of any natural or man-made watercourse.

“Landowner” means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

“Low Impact Development Practice” means small-scale stormwater management practices that are used to disconnect impervious and disturbed pervious surfaces from the storm drain system and reduce post-construction stormwater runoff rates, volumes and pollutant loads. Low impact development practices include soil restoration, site reforestation/revegetation, green roofs, vegetated filter strips and rain gardens.

“National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit” means a permit issued by the EPA, or by a State under authority delegated pursuant to 33 USC § 1342(b), that authorizes the discharge of pollutants to waters of the State, whether the permit is applicable on an individual, group, or general area-wide basis.

“New Development” means a land development project undertaken on a previously undeveloped or unimproved site.

“Nonpoint Source Pollution” means pollution from any source other than from a discernible, confirmed and discrete conveyance, such as a wastewater treatment plant or industrial discharge. Sources of nonpoint source pollution include, but are not limited to, agricultural, silvicultural, mining and construction activities, subsurface disposal and urban stormwater runoff.

“Nonstructural Stormwater Management Practice” means any natural resource protection or stormwater management practice or technique that uses natural processes and natural systems management practices include, but are not limited to, protecting primary and secondary conservation areas, reducing clearing and grading limits, reducing roadway lengths and widths, reducing parking lot and building foot prints, soil restoration, site reforestation/revegetation, green roofs, vegetated filters trips and rain gardens.

“Off-site Stormwater Management Practice” means a green infrastructure or stormwater management practice located outside the boundaries of development site.

“On-Site Stormwater Management Practice” means a green infrastructure or stormwater management practice located within the boundaries of a development site.

“Overbank Flood Protection” means measures taken to protect downstream properties from damaging overbank flooding events.

“Owner” means the legal or beneficial owner of a piece of land, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

“Permanent Stormwater Management Practice” means a green infrastructure or stormwater management practice that will be operational after the land disturbing activities are complete and that is designed to become a permanent part of the site for the purposes of managing post-construction stormwater runoff.

“Permit” means the permit issued by a local development review authority to an applicant, which is required for undertaking any land development project or land disturbing activities.

“Person” means any individual. Partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision, any interstate body, or any other legal entity.

“Post-Development Hydrology” refers to the set of hydrologic conditions that may reasonably be expected to exist on a development site, after the completion of all land disturbing and construction activities.

“Pre-Development Hydrology” refers to the set of hydrologic conditions that exist on a development site prior to the commencement of any land disturbing activities and at the time that plans for the land development project are approved by the local development review authority.

“Receiving Stream” or “Receiving Aquatic Resource” means the body of water or conveyance into which stormwater runoff is discharged.

“Recharge” means the replenishment of groundwater aquifers.

“Redevelopment” means a change to previously existing, improved property, including but not limited to the demolition or building of structures, filling, grading, paving, or excavating, but excluding ordinary maintenance activities, remodeling of buildings on the existing footprint, resurfacing of paved areas and exterior changes or improvements that do not materially increase or concentrate stormwater runoff or cause additional nonpoint source pollution.

“Regional Stormwater Management Practice” means a stormwater management practice designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may participate in providing land, financing, design services, construction services and/or maintenance services for the practice.

“Responsible Party” means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns that is named on a stormwater inspection and maintenance agreement and plan as responsible for the long-term operation and maintenance of one or more green infrastructure or stormwater management practices.

“Site” means development site.

“Stop Work Order” means an order issued that requires that all land disturbing activity on a site be stopped.

“Stormwater Hotspot” means an area where land use or pollution generating activities have the potential to generate highly contaminated runoff. With concentrations of pollutants in excess of those typically found in stormwater runoff. Stormwater hotspots include, but are not limited to, fueling stations (including temporary fueling stations during construction), golf courses, public works yards and marinas.

“Stormwater Management” means the interception, conveyance, treatment and management of stormwater runoff in a manner that is intended to prevent increased flood damage, channel erosion, habitat degradation and water quality degradation and to enhance and promote the public health, safety and general welfare.

“Stormwater Management Practice” means a practice or technique, either structural or nonstructural, which is used to intercept stormwater runoff and change the characteristics of that runoff. Stormwater management practices are used to control post-construction stormwater runoff rates, volumes and pollutant loads to prevent increased flood damage, channel erosion, habitat degradation and water quality degradation.

“Stormwater Management System” means the entire suite of green infrastructure and stormwater management practices and stormwater conveyance features that are used to intercept, convey, treat and manage stormwater runoff on a development site.

“Stormwater Retrofit” means a green infrastructure or stormwater management practice designed for an existing development site that previously has not green infrastructure or stormwater management practice in place or had a practice that was not meeting local stormwater management criteria.

“Stormwater Runoff” means surface water resulting from precipitation.

“Stormwater Runoff Reduction” means providing for the interception, evapotranspiration, infiltration, or capture and reuse of stormwater runoff to help maintain pre-development site hydrology and help protect aquatic resources from several indirect impacts of the land development process, including decreased groundwater recharge, decreased baseflow and degraded water quality.

“Subdivision” means the division of a parcel of land to create one or more new lots or development sites for the purpose, whether immediately or in the future, of sale, transfer of ownership, or land development, and includes divisions of land resulting from or made in connection with the layout or construction of a new street or roadway or a change in the layout of an existing street or roadway.

“Watercourse” means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.

“Watershed Management Plan” or **“Sub-watershed Management Plan”** means a document usually developed cooperatively by government agencies and other stakeholders, to protect, restore and/or otherwise manage the water resources found within a particular watershed or sub-watershed. Watershed or sub-watershed management plans commonly identify threats, sources of impairment, institutional issues and technical and programmatic solutions or projects to protect and/or restore water resources.

“Water Quality Protection” means adequately treating stormwater runoff before it is discharged from a development site to help protect downstream aquatic resources from water quality degradation.

“Wetland Hydroperiod” means the pattern of fluctuating water levels within a wetland caused by the complex interaction of surface water, groundwater, topography, soils and geology within a wetland.

Section 10-87 Permit Procedures and Requirements

(A) Permit Application Requirements

No owner or developer shall undertake any development activity without first meeting the requirements of this ordinance and receiving a permit for the proposed development activity from the City of Emporia. Unless specifically exempted by this ordinance, any owner proposing a development that meets the criteria of a project shall submit to the City of Emporia a permit application on a form provided by the City of Emporia. Unless otherwise exempted by this ordinance, the following items shall accompany a permit application:

1. Stormwater management concept plan prepared in accordance with Section 10-87.B;
2. Record of a consultation meeting held in accordance with Section 10-87.C;
3. Stormwater management design plan prepared in accordance with Section 10-87.D;
4. Stormwater management system inspection and maintenance agreement and plan prepared in accordance with Section 10-87.E;

5. Permit application and plan review fees (if applicable) prepared in accordance with Section 10-87.F and 10-87.G; and;

(B) Stormwater Management Concept Plan

Prior to the preparation and submittal of a stormwater management design plan and permit application, the owner or developer shall submit to the City of Emporia for review and approval, a stormwater management concept plan illustrating the layout of the proposed development project and showing, in general, how post-construction stormwater runoff will be managed on the development site.

The stormwater management concept plan shall include the following information:

Project Narrative: The project narrative shall include a vicinity map, the common address of the development site and a legal description of the development site.

Site Fingerprint: The site fingerprint shall illustrate the results of the natural resources inventory, which is used to identify and map the natural resource found on the development site, as they exist prior to the start of any land disturbing activities.

Post-Construction Stormwater Management System Narrative: The post-construction stormwater management system narrative shall include information about how post-construction stormwater runoff will be managed on the development site, including a list of the low impact development and stormwater management practices that will be used. It shall also include calculations showing how initial estimates of the post-construction stormwater management criteria that apply to the development project were obtained, including information about the existing and proposed conditions of each of the drainage areas found on the development site (e.g., size, soil types, and land cover characteristics).

(C) Consultation Meeting

All applicants are encouraged to hold a consultation meeting with the City of Emporia to discuss the proposed development project, the stormwater management concept plan and the approach that was used to satisfy the post-construction stormwater management and site planning and design criteria that apply to the development site. This consultation meeting shall take place on-site or at the City of Emporia after submittal, but prior to approval, of the stormwater management concept plan, for the purposes of verifying site conditions and the feasibility of the stormwater management concept plan.

(D) Stormwater Management Design Plan

Subsequent to approval of the stormwater management concept plan, the owner or developer shall submit to the City of Emporia for review and approval, a post-construction stormwater design plan that details how post-development stormwater runoff will be controlled or managed on the development site. The stormwater management design plan shall detail how the proposed development project will meet the post-construction stormwater management and site planning and design criteria that apply to the development site.

1. **Post-Construction Stormwater Management System Plan:** The post-construction stormwater management system plan shall illustrate:
 - (a) Proposed topography;
 - (b) Proposed drainage divides and patterns;
 - (c) Existing and proposed roads, buildings, parking areas and other impervious surfaces;
 - (d) Existing and proposed primary and secondary conservation areas;
 - (e) Plan view of existing and proposed low impact development and stormwater management practices;
 - (f) Cross-sections and profile views of existing and proposed low impact development and stormwater management practices, including information about water surface elevations, storage volumes and inlet and outlet structures (e.g., orifice sizes); and
 - (g) Existing and proposed channel modifications (e.g., bridge or culvert installations).
2. **Post-Construction Stormwater Management System Narrative:** The post-construction stormwater management system narrative shall include information about how post-construction stormwater runoff will be managed on the development site, including a list of the low impact development and stormwater management practices that will be used. It shall also include documentation and calculations that demonstrate how the selected low impact development and stormwater management practices satisfy the post-construction stormwater management criteria that apply to the development site, including information about the existing information about the existing and proposed conditions of each of the drainage area found on the development site (e.g., size, soil types, land cover characteristics).
3. **Certification by Plan Preparer:** The stormwater management design plan shall be prepared by a certified design professional and include the name and License or Certification Number of the professional engineer, geologist, architect, landscape architect, or certified professional in Erosion and Sediment Control (CPESC) under which the construction and post-construction stormwater pollution prevention plan has been developed. The design professional must certify that the design of the stormwater management system meets the requirements of this ordinance and the latest edition of the Post-Construction Stormwater Best Management Practices, and any relevant local addenda.
4. **Certification by owner:** The owner shall certify (by written letter from a certified design professional, per Section 10-87.D.3) that all land disturbing and development activities were completed in accordance with the approved stormwater management design plan.

A copy of post-construction concept plan shall be included with the submittal of the stormwater management design plan. The stormwater management design plan should be consistent with stormwater management concept plan. If any significant changes were made to the plan of development, the (administrator) may ask for clarification as to the rationale for any of the changes that were made.

(E) Stormwater Management System Maintenance

1. Stormwater Management Systems for developments shall be platted in Reserves and dedicated for such use and owned and maintained by said Lot owner or a designated property owner's association (that shall be binding on all subsequent owners of the site), unless the stormwater management system is dedicated to and accepted by the City of Emporia.
2. City of Emporia Stormwater Inspection Program. The City of Emporia performs annual/biannual/periodic inspection of approved stormwater system facilities with the City's corporate limits.
 - (a) The property owner shall provide corrective maintenance as identified in said City of Emporia inspection upon written notification from the City of Emporia;
 - (b) Responsibility for the operation and maintenance of the stormwater management system, unless assumed by the City of Emporia, shall remain with the property owner and run with the land (shall pass to any successive owner); and
 - (c) Any portions of the development site sold or otherwise transferred shall pass that responsibility for the operation and maintenance of that portion of the stormwater management system to the appropriate successors in title, and also the responsibility for its inspection and maintenance.
3. The permit for construction of the stormwater management system for developments shall provide for the City of Emporia to enter the property at reasonable times and in a reasonable manner for the purpose of periodic inspection of said stormwater system. These terms include the right to enter a property when the (local jurisdiction) has a reason to believe that a violation of an approved stormwater management system has occurred and when necessary for abatement of a public nuisance or correction of a violation of this ordinance or an approved stormwater management system plan.

(F) Permit Application Procedure

1. Applications for permits shall be filed with the City of Emporia on a permit application on a form provided by the City of Emporia.
2. Permit applications shall include the items set forth in Section 10-87. Two copies of the stormwater management design plan shall be included with the permit application.
3. The City of Emporia shall inform the applicant whether the application and stormwater management design plan are approved or denied in writing.

4. If the permit application, stormwater management design plan is denied approval, the City of Emporia shall notify the applicant of that fact in writing. The applicant may then revise any item not meeting the requirements of this ordinance and resubmit the application.
5. Upon a finding by the City of Emporia that the permit application and stormwater management design plan meet the requirements of this ordinance, the City of Emporia may issue a permit for the development project provided that all other legal requirements for the issuance of such permit have been met.
6. Notwithstanding the issuance of the permit, in undertaking the new development or redevelopment activity, the applicant or other responsible person shall be subject to the following requirements:
 - (a) The applicant shall comply with all applicable requirements of the approved stormwater management design plan and the provisions of this ordinance;
 - (b) The development project shall be conducted only within the area specified in the approved stormwater management design plan;
 - (c) The City of Emporia shall be allowed to conduct periodic inspections of the development project in accordance with this Ordinance;
 - (d) No changes may be made to an approved stormwater management design plan without review and written approval by the City of Emporia; and,
 - (e) Upon completion of the development project, the applicant or other responsible person shall submit a letter certifying that the project has been completed in accordance with the approved stormwater management design plan.

(G) Application Review Fees

A non-refundable permit fee may be collected at the time the permit application is submitted to the City of Emporia. Any permit fees that are collected shall be used to support the administration and management of the plan review and approval process and the inspection of all development projects subject to the requirements of this ordinance. The City of Emporia (shall/may) develop a fee schedule based on the area of land disturbed by the project and may amend the fee schedule from time to time.

(H) Compliance through Off-Site Stormwater Management Practices

All stormwater management design plans shall include on-site green infrastructure and stormwater management practices (as much as practical), unless arrangements are made with the City of Emporia to manage post-construction stormwater runoff in an off-site or regional stormwater management practices. The off-site or regional stormwater management practice must be located on property legally dedicated for that purpose, be designed and sized to meet the post-construction stormwater management criteria presented in Section 10-87 of this ordinance, provide a level of stormwater quality and quantity

control that is equal to a or greater than that which would be provided by on-site green infrastructure and stormwater management practices and the City's Stormwater Ordinance (95-32). In addition, appropriate stormwater management practices shall be installed, where necessary, to protect properties and drainage channels that are located between the development site and the location of the off-site or regional stormwater management practice.

To be eligible for compliance through the use of off-site stormwater management practices, the applicant must submit a stormwater management design plan to the City of Emporia that shows the adequacy of the off-site or regional stormwater management practice and demonstrates, to the satisfaction of the City of Emporia, that the off-site or regional stormwater management practice will not result in the following impacts:

- (A) Increased threat of flood damage or endangerment to public health or safety;
- (B) Deterioration of existing culverts, bridges, dams and other structures;
- (C) Accelerated streambank or streambed erosion or siltation; or
- (D) Water quality impairment in violation of state water quality standards and /or violation of any other state or federal regulations.

Section 10-88 Post-Construction Stormwater Management and Site Planning and

(A) Design Criteria

The following post-construction stormwater management and site planning and design criteria shall be applied to all new development and redevelopment activities that are subject to the provisions of this ordinance. The criteria have been designed to protect valuable local natural resources from impacts the land development process can have on downstream water quality.

(B) Use of Green Infrastructure Practices

Green infrastructure practices shall be used to the maximum extent practical during the creation of a stormwater management concept plan for a proposed development project. Green infrastructure practices can be used to not only help protect local terrestrial and aquatic resources from the direct impacts of the land development process, but also to help maintain pre-development site hydrology and reduce post-construction stormwater runoff rates, volumes and pollutant loads.

(C) Water Quality Protection

In order to protect local aquatic resources from water quality degradation, post-construction stormwater runoff can be treated before it is discharged from a development site through the use of any or any combination of the criteria defined in the Post Construction Storm Water Best Management Practices Manual. However, if any of the storm water runoff volume generated by the runoff reduction storm event, as defined in the latest edition of the "Post-Construction Stormwater Best Management Practices", cannot be reduced on the development site, due to site characteristics or constraints, it can be intercepted and treated in one or more stormwater management practices that provide at least an 80 percent

reduction in total suspended solids loads and that reduce nitrogen and bacteria loads to the maximum extent practical. When seeking to satisfy these criteria using one or more stormwater management practices, applicants can:

1. Intercept and treat stormwater runoff in stormwater management practices that have been selected, designed, constructed and maintained in accordance with the information presented in the latest edition of the Post-Construction Stormwater Best Management Practices and any relevant local addenda; and,
2. Provide adequate documentation to the City of Emporia to show that total suspended solids, nitrogen and bacteria removal were considered during the selection of the stormwater management practices that will be used to intercept and treat stormwater runoff on the development site.

(D) Extreme Flood Protection

The (administrator) may modify or wave these criteria on development sites where both the on-site and downstream stormwater conveyance systems are designed to safely convey the peak discharge generated by the extreme flood protection storm event to a receiving stream, creek or other aquatic resource without causing additional downstream flooding or other environmental impacts, such as stream channel enlargement (which may cause degradation of habitat).

(E) Redevelopment Criteria

Development activities that are considered to be redevelopment activities shall meet at least one of the following criteria:

1. **Consistent with the City's Stormwater Ordinance (95-32):** Meet or exceed the storm water runoff criteria established in the City's Stormwater Ordinance 95-32.
2. **Provide Stormwater Management:** Manage the stormwater runoff from at least 20% of the site's existing impervious cover and any new impervious cover in accordance with the post-construction stormwater management criteria outlined in Section 10-91 through 10-100 of this ordinance. The green infrastructure and stormwater management practices used to comply with these criteria shall be selected, designed, constructed and maintained in accordance with the information presented in the latest edition of the Post-Construction Stormwater Best Management Practices and any relevant local addenda.
3. **Provide Off-Site Stormwater Management:** Provide, through the use of off-site stormwater management practices, a level of stormwater quality and quantity control that is equal to or greater than that which would be provided by satisfying the post-construction stormwater management criteria of this ordinance on the development site.
4. **Combination of Measures:** Any combination of (1) through (3) above that is acceptable to the City of Emporia.

(F) Green Infrastructure and Stormwater Management Practices

All green infrastructure and stormwater management practices shall be selected, designed, constructed and maintained in accordance with the information presented in the latest edition of the Post-Construction Stormwater Best Management Practices Manual and any relevant local addenda. Applicants are referred to the latest edition of the Post-Construction Stormwater Best Management Practices Manual, and any relevant local addenda, for guidance on selecting green infrastructure and stormwater management practices that can be used to satisfy the post-construction stormwater management criteria outlined in this Ordinance.

For green infrastructure of stormwater management practices that are not included in the Post-Construction Stormwater Best Management Practices, or for which pollutant removal and runoff reduction rates have not been provided, the effectiveness of the green infrastructure of stormwater management practice should be documented through prior studies, literature reviews or other means, and receive approval from the City of Emporia before being included in a stormwater management system.

Section 10-89 Stormwater Conveyance Practices

Stormwater conveyance practices, which may include, but are not limited to, storm drain pipes, culverts, catch basins, drop inlets, junction boxes, headwalls, gutters, ditches, open channels, swales and energy dissipaters, shall be provided when necessary to convey post-construction stormwater runoff and protect private & public properties adjoining development sites and /or public rights-of-way. Stormwater conveyance practices that are used to convey post-construction stormwater runoff on development sites shall meet the following requirements:

- (A) Methods used to calculate stormwater runoff rates and volumes shall be in accordance with the information presented in the City's Stormwater Ordinance 95-32;
- (B) All culverts, pipe systems and open channel flow systems shall be sized in accordance with the information presented in the City's Stormwater Ordinance 95-32 and the US DOT FHWA Urban Drainage Design Manual Hydraulic Engineering Circular No. 22. On all public street improvement projects, the stormwater systems, including but not limited to; curb and gutter, stormwater inlets, storm sewer piping and roadway grading shall be designed according to the following criteria: i.) Arterial Streets: All drainage improvements accessory to arterial street projects shall be designed such that the 5-year initial design storm may encroach into all but one eight (8) foot lane in each direction. ii.) Collector Streets: All drainage improvements accessory to collector street projects shall be designed such that the 5-year initial design storm may encroach into all but one eight (8) foot lane width. iii.) Residential Streets: All drainage improvements accessory to residential street projects shall be designed such that the 2-year initial design storm will not overtop the curbs. iv.) All street and drainage projects shall be designed to retain the 100-year frequency major storm within the right of way, drainage easement, or dedicated open space reserve.
- (C) Planning and design of stormwater conveyance practices shall be completed in accordance with the information presented in the City's Stormwater Ordinance 95-32 and the US DOT FHWA Urban Drainage Design Manual Hydraulic Engineering Circular No. 22, and Section 10-89B.

Section 10-90 Notice of Construction Commencement

The applicant must notify the City of Emporia prior to the commencement of construction on a development site and have an approved KDHE NPDES NOI permit.

Section 10-91 Inspections during Construction

Periodic inspection of the green infrastructure and stormwater management practices shown on the approved stormwater management design plan may be conducted by staff or representatives of the City of Emporia during construction. Construction inspections shall utilize the approved stormwater management design plan for establishing compliance with the provisions of this ordinance. All inspections shall be documented in written reports that contain the following information;

- (A) The date and location of the inspection;
- (B) The name of the inspector;
- (C) Whether construction is in compliance with the approved stormwater management design plan;
- (D) Violations of the approved stormwater management design plan; and,
- (E) Any other variations from the approved stormwater management plan.

If any violations are found, the applicant shall be notified in writing about the nature of the violation and the remedial measures that are required to bring the action or inaction into compliance with the approved stormwater management design plan. In the event that the remedial measures described in such notice have not been completed by the date set forth in the notice, any one or more of the enforcement actions outlined in this ordinance may be taken against the applicant.

Section 10-92 Final Inspection

Subsequent to the final installation and stabilization of all green infrastructure and stormwater management practices shown on the approved stormwater management design plan, and before recommendation to Code Services for the issuance of a certificate of occupancy, the applicant is responsible for certifying (via letter to the City) that the project has been completed in accordance with the approved stormwater management design plan. Upon receipt of said letter from the applicant, a final inspection will be conducted by City staff or representatives of the City of Emporia to verify construction of the planned stormwater improvements.

Section 10-93 Ongoing Inspection and Maintenance of Stormwater Management Systems

- (A) **Maintenance Responsibility**

The responsible party named in the recorded stormwater management system plan and the KDHE NPDES NOI permit or the property owner of record (if the property has been sold) (i.e. the inspection and maintenance responsibilities of the stormwater management system shall run with the land), shall maintain in good condition and promptly repair and restore all green infrastructure and stormwater best management practices, maintenance access routes and appurtenances, including, but not limited to surfaces, walls, drains, dams, structures, vegetation, erosion and sediment control practices and other protective devices.

The City of Emporia may accept the dedication of any existing or future green infrastructure or stormwater management practice for maintenance, provided that such facility/practice meets all of the requirements of this ordinance, is in proper working order at the time of dedication and includes adequate and perpetual access and sufficient area for inspection and regular maintenance, and that the City determines City maintenance is in its best interest. Such adequate and perpetual access shall be accomplished by conveyance of an easement to the City of Emporia or through a fee simple dedication to the City of Emporia.

(B) Maintenance Inspections

Periodic inspection of the green infrastructure and stormwater management facility/practices shown on an approved stormwater management design plan, shall be conducted by staff or representatives of the City of Emporia to document repair and maintenance needs and ensure compliance with the requirements of the approved inspection and maintenance agreement and plan and provisions of this ordinance. All inspections should be documented in written reports that contain the following information:

1. The Date and location of the inspection;
2. The name of the inspector;
3. The condition of:
 - (a) Vegetation and filter media;
 - (b) Fences and other safety devices;
 - (c) Spillways, valves and other hydraulic control structures;
 - (d) Embankments, slopes and safety benches;
 - (e) Reservoirs and permanent pools;
 - (f) Inlet and outlet channels and structures;
 - (g) Underground drainage structures;
 - (h) Sediment and debris accumulation in storage and forebay areas;

- (i) Any other item that could affect the proper function of the stormwater management system; and,

4. A description of repair, restoration and maintenance needs.

If any repair, restoration or maintenance needs are found, the responsible party named in the recorded stormwater management system plan and/or the property owner of record according to the Lyon County Register of Deeds shall be notified in writing about the repair and maintenance needs and the remedial measures that are required to bring the stormwater management system into compliance with the approved stormwater management system plan, as described in this ordinance. In the event that the remedial measures described in such notice have not been completed by the date set forth in the notice, any one or more of the enforcement actions outlined in this ordinance may be taken against the responsible party of record for the property.

Section 10-94 Records of Maintenance Activities

The responsible party shall make and maintain records of all inspections, maintenance and repairs, and shall retain the records for a minimum of five years. These records shall be made available to the City of Emporia during inspections (if requested) and at other reasonable times upon request of the City of Emporia.

Section 10-95 Failure to Maintain

If the responsible party fails or refuses to maintain an approved stormwater management system and plan and/or the requirements of this ordinance, the City of Emporia, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or safety, 48 hours notice shall be sufficient), may correct a violation by performing the work necessary to place the green infrastructure or stormwater management facility/practice in proper working condition. The City of Emporia may assess the responsible party for the cost of the repair work, which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes to the City of Emporia.

Section 10-96 Violations, Enforcement and Penalties

Any action or inaction that violates the provisions of this ordinance or the requirements of an approved stormwater management design plan or permit, may be subject to the enforcement actions outlined in this section. Any such action or inaction that is continuous with respect to time may be deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

Section 10-97 Notice of Violation

If the City of Emporia determines that an owner, applicant or other responsible person has failed to comply with the provisions of this ordinance, or to construct and/or maintain their approved stormwater management design plan and facility, it shall issue a written notice of violation to said owner, applicant or other responsible person. Where a person is engaged in a new development or redevelopment activity covered by this ordinance without having first secured a stormwater management permit, the notice of

violation shall be served on the owner or the person in charge of the new development or redevelopment activity being conducted on the development site.

The notice of violation shall contain the following information:

- (A) The name and address of the owner, applicant or other responsible person;
- (B) The address or other description of the site upon which the violation is occurring;
- (C) A statement specifying the nature of the violation;
- (D) A description of the remedial measures necessary to bring the action or inaction into compliance with the provisions of the ordinance, or the terms and conditions of the approved stormwater management design plan, permit or inspection and maintenance agreement and plan, and the date for the completion of such remedial measures;
- (E) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation issued; and,
- (F) A statement that the determination of violation may be appealed to the City of Emporia by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or safety, a written notice of appeal must be filed within 24 hours after the notice of violation).

Section 10-98 Penalties

In the event that the remedial measures described in the notice of violation have not been completed by the date set forth the completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was issued.

Before taking any of the following actions or imposing any of the following penalties, the City of Emporia shall first notify the owner, applicant or other responsible person in writing of its intended action and shall provide a reasonable opportunity of not less than ten days (except, that in the even the violation constitutes an immediate danger to public health or safety, 48 hours notice shall be sufficient) to correct the violation. In the event the owner, applicant or other responsible person fails to correct the violation by the date set forth in said notice, the City of Emporia may take any one or more of the following actions or impose any one or more of the following penalties.

- (A) **Stop Work Order:** The City of Emporia may issue a stop work order that shall be served on the owner, applicant or other responsible person. The stop work order shall remain in effect until the owner, applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise corrected the violation or violations described therein. The stop work order may temporarily be withdrawn or modified by the City of Emporia to enable the applicant or other responsible person to take the remedial measures necessary to correct such violation or violations.

- (B) **Withhold Certificate of Occupancy:** The City of Emporia may refuse to issue a certificate of occupancy for the building or other structure constructed or being construed on the development site until the owner, applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise corrected the violation or violations described therein.
- (C) **Suspension, Revocation, or Modification or Permit:** The City of Emporia may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the owner, applicant or other responsible person has taken the remedial measures set for the in the notice of violation or ha otherwise corrected the violation or violations described therein. The permit may be modified by the City of Emporia to enable the owner, applicant or other responsible person to take the remedial measures necessary to correct such violation or violations.
- (D) **Civil Penalties:** In the event the owner, applicant or responsible person fails to correct violation(s) noted in the notice of violation from the City by the date set forth in the notice of violation(s), the City of Emporia may impose a penalty not to exceed \$250 (depending on the severity of the violation) per day that the violation has not been remedied after the date set forth in the notice of violation.
- (E) **Criminal Penalties:** For intentional and flagrant violations of this ordinance, the City of Emporia may issue a citation to the owner, applicant, or other responsible person, requiring said person to appear in (City municipal court) court to answer to criminal charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000, imprisonment for up to 60 days or both. Each act of violation and each day upon which any violation has not been remedied after the date set forth in the notice of violation, shall constitute a separate offense.

Section 2. The provision of this ordinance shall be included and incorporated in the Code of Ordinance of the City of Emporia, KS, 1983, as an amendment and addition thereto and shall be appropriately renumbered to conform to the uniform number system of the Code.

Section3. The provisions of this ordinance shall become effective upon its publication in the official City newspaper.

PASSED AND APPROVED this _____ day of _____, 2022.

(Seal)

Becky Smith, Mayor

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 5

SUBJECT: Consider accepting Award of CDBG Grant No. 22-PF-006 for Highland Street (12th Ave to 16th Ave) Paving and ancillary Sanitary Sewer, Waterline & Drainage Improvements from the Kansas Department of Commerce up to the amount of \$1,500,000.

RECOMMENDATION: We recommend acceptance of the Kansas Department of Commerce's CDBG grant and authorization of City staff to proceed to seek bond funding for the City's share (\$750,000) of the proposed project along Highland Street (12th Avenue to 16th Avenue).

BACKGROUND SUMMARY:

The City of Emporia has been awarded a CDBG grant of \$750,000 to fund Highland Street (12th Ave to 16th Ave) Paving and ancillary Sanitary Sewer, Waterline and Drainage Improvements. The City's portion (\$750,000) of the project costs will be funded by bonding the project.

The award letter and contract budget form (blank) are attached.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

Department of Commerce
Community Development
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
David C. Toland, Secretary



Phone: (785) 296-5298
Fax: (785) 296-3490 TTY: 711
KansasCommerce.gov
Laura Kelly, Governor

January 27, 2022

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

RE: Condition Letter for CDBG Grant No. 22-PF-006 Contract

Dear Mayor Giefer:

Congratulations for being selected to receive a 2022 Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$750,000, which will fund a street project. Added to the local contribution of \$750,000, the total estimated project cost will be \$1,500,000.

Three Grantee Workshops will be held for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process. Please bring your original LMI surveys along with the supporting code sheet, if applicable. You will need to choose one of these workshop locations to attend and can sign up at this link: [CDBG Grantee Workshop Sign Up](#).

Greenwood Hotel, Corral Room, 300 North Main Street, Eureka; Tuesday, February 22, 2022, 8:30 a.m. to 3:00 p.m.

Pottawatomie County Offices, Sunflower Room, 612 East Campbell, Westmoreland; Wednesday, February 23, 2022, 8:30 a.m. to 3:00 p.m.

Sternberg Museum, Expeditions Room, 3000 Sternberg Drive, Hays; Thursday, February 24, 2022, 8:30 a.m. to 3:00 p.m.

To secure the CDBG funding in this Condition Letter, the following item(s) must be resolved by April 15, 2022:

Please complete and submit the attached budget form with your signed contract.

A contract must be fully executed between the Grantee and the State by April 15, 2022. The contract start date for this award is March 15, 2022. **This Condition Letter is part of the CDBG contract, please read carefully.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the

The Honorable Danny Giefer
Mayor, City of Emporia
January 27, 2022
Page 2

activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

The project's construction contract must be awarded within one year from the contract start date of March 15, 2022. **Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.**

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

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

Sincerely,



Kayla Savage
Community Development Division Director

KS:GE:cav

GRANTEE NAME: CITY OF EMPORIA

GRANT NUMBER: 22-PF-006

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ -	\$ -		\$ -
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities				\$ -
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ -	\$ -		\$ -
ALL ACTIVITIES TOTAL	\$ -	\$ -		\$ -

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 6

SUBJECT: Ordinance for the Bond Authorization of the Americus Road Sewer Main Project.

RECOMMENDATION: Approve Ordinance.

BACKGROUND SUMMARY:

The City of Emporia is constructing a new sewer main along the Americus Road from US Hwy 50 to 18th Ave for an estimated cost of \$850,000. This ordinance will provide the maximum authority for the issuance of the general obligation bond for this project.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

(Published in the *Emporia Gazette* on February __, 2022)

ORDINANCE NO. 22-__

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING THE CITY TO MAKE PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, AND AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS TO PAY COSTS THEREOF.

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

WHEREAS, K.S.A. 12-617 and 12-618 (the “Sewer Act”) provide that any city having a population of less than 80,000 which has not divided the city into more than one district for sewer purposes is authorized to provide for a system of sewerage and drainage, to build and construct sewers and drains and to issue general obligation bonds to pay the cost thereof; and

WHEREAS, the City has a population less than 80,000 and has not divided the City into more than one district for sewer purposes; and

WHEREAS, the governing body of the City finds it desirable and necessary to construct and install approximately 2,600 linear feet of 24-inch sanitary sewer line, along Americus Road from US-50 Highway to 18th Avenue, and all things necessary and related thereto, as part of the City’s sanitary sewer system, at a total estimated cost of \$850,000 (the “Sewer Improvements”) and to issue general obligation bonds of the City to pay the cost of the Sewer Improvements; and

WHEREAS, the governing body of the City finds and determines the Sewer Improvements are a necessary and integral part of the City’s system of sewerage and drainage authorized to be constructed under the Sewer Act.

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

Section 1. Authorization of Project. The construction of the Sewer Improvements (as defined above) is authorized and directed to be completed pursuant to the Sewer Act, and as further described in the plans and specifications approved by this body and the City’s staff.

Section 2. Payment of Project Costs. The estimated cost of the Sewer Improvements to be paid by the City is \$850,000, and such cost, plus the cost of financing the Sewer Improvements, is authorized to be paid city-at-large through the issuance of general obligation bonds of the City as provided by the Sewer Act or from other available funds of the City. Temporary notes of the City may be issued to pay costs of the Sewer Improvements until the general obligation bonds authorized by this Ordinance are issued.

Section 3. Reimbursement. The obligations authorized by this Ordinance or other obligations of the City are authorized to reimburse expenditures made by the City for the improvements authorized herein, as provided in United States Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and publication one time in the City's official newspaper.

[Remainder of page intentionally left blank]

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on February 16, 2022.

CITY OF EMPORIA, KANSAS

[Seal]

By _____
Becky Smith, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The City Commission of the City of Emporia, Kansas, met in regular session, at the usual meeting place in the City on February 16, 2022, at 7:00 p.m., with Mayor Becky Smith presiding and the following members of the governing body present:

The following members were absent:

Among other business, there came on for consideration and discussion the following:

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING THE CITY TO MAKE PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, AND AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS TO PAY COSTS THEREOF.

After discussion, upon motion by Commissioner _____, seconded by Commissioner _____, the Ordinance was passed by a majority of the members elect.

The ordinance was designated Ordinance No. 22-__.

**CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES**

I certify that the foregoing is a true and correct Excerpt of Minutes of the February 16, 2022 regular meeting of the governing body of the City of Emporia, Kansas.

[Seal]

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

ITEM NUMBER: 7

SUBJECT: Second Amendment for the first State Water Loan Agreement.

RECOMMENDATION: Authorize the Mayor to sign the amendment.

BACKGROUND SUMMARY

The City of Emporia entered into an agreement with KDHE for a \$9,969,863 water improvement loan on September 3, 2019. Payments for this loan originally was to start on August 1, 2021, with payments continuing through 2041. The first amendment changed the first payment to February 1, 2022, which was approved November 21, 2021. Due to the small amount that has been drawn down the first payment has been scheduled for February 1, 2023, and extending the payments through 2042.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

SECOND AMENDMENT TO THE
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

EMPORIA, KANSAS
KPWSLF PROJECT NO. 2968

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 3, 2019

AMENDMENT NO. 2
EFFECTIVE AS OF JANUARY 7, 2022

RECEIVED
JAN 31 2022
BY:

Second Amendment to
the Loan Agreement between the
Kansas Department of Health and Environment
Acting on behalf of the State of Kansas
and Emporia, Kansas
Effective as of January 7, 2022

WHEREAS, the City of Emporia, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of September 3, 2019, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Emporia, KPWSLF Project No. 2968; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this Second Amendment to the Loan Agreement is entered into and effective as of January 7, 2022;

SECTION 1. Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND EMPORIA, KANSAS are hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Emporia have caused this Second Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 7, 2022,



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Acting Secretary

Date: 1-21-2022

By: _____

Printed Name
Mayor
City of Emporia

(Seal)

ATTEST:

By: _____

Title: _____

Date: _____

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Actual Interest Rate
Amortization of Loan Costs as of 1/7/2022

Project Principal: 9,969,863.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 9,969,863.00

Prepared for:
City of Emporia, Project No. 2968

Gross Interest Rate Allocation	thru 8/1/2026	after 8/1/2026	Gross Interest Rate:	2.01%
Service Fee Rate:	1.66%	0.35%	First Payment Date:	2/1/2023
Net Loan Interest Rate:	0.35%	1.66%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2023	9,969,863.00	17,447.26	203,729.37	82,749.86	303,926.49	9,766,133.63
2	8/1/2023	9,766,133.63	17,090.73	205,776.85	81,058.91	303,926.49	9,560,356.78
3	2/1/2024	9,560,356.78	16,730.62	207,844.91	79,350.96	303,926.49	9,352,511.87
4	8/1/2024	9,352,511.87	16,366.90	209,933.74	77,625.85	303,926.49	9,142,578.13
5	2/1/2025	9,142,578.13	15,999.51	212,043.58	75,883.40	303,926.49	8,930,534.55
6	8/1/2025	8,930,534.55	15,628.44	214,174.61	74,123.44	303,926.49	8,716,359.94
7	2/1/2026	8,716,359.94	15,253.63	216,327.07	72,345.79	303,926.49	8,500,032.87
8	8/1/2026	8,500,032.87	14,875.06	218,501.16	70,550.27	303,926.49	8,281,531.71
9	2/1/2027	8,281,531.71	68,736.71	220,697.10	14,492.68	303,926.49	8,060,834.61
10	8/1/2027	8,060,834.61	66,904.93	222,915.10	14,106.46	303,926.49	7,837,919.51
11	2/1/2028	7,837,919.51	65,054.73	225,155.40	13,716.36	303,926.49	7,612,764.11
12	8/1/2028	7,612,764.11	63,185.94	227,418.21	13,322.34	303,926.49	7,385,345.90
13	2/1/2029	7,385,345.90	61,298.37	229,703.76	12,924.36	303,926.49	7,155,642.14
14	8/1/2029	7,155,642.14	59,391.83	232,012.29	12,522.37	303,926.49	6,923,629.85
15	2/1/2030	6,923,629.85	57,466.13	234,344.01	12,116.35	303,926.49	6,689,285.84
16	8/1/2030	6,689,285.84	55,521.07	236,699.17	11,706.25	303,926.49	6,452,586.67
17	2/1/2031	6,452,586.67	53,556.47	239,077.99	11,292.03	303,926.49	6,213,508.68
18	8/1/2031	6,213,508.68	51,572.12	241,480.73	10,873.64	303,926.49	5,972,027.95
19	2/1/2032	5,972,027.95	49,567.83	243,907.61	10,451.05	303,926.49	5,728,120.34
20	8/1/2032	5,728,120.34	47,543.40	246,358.88	10,024.21	303,926.49	5,481,761.46
21	2/1/2033	5,481,761.46	45,498.62	248,834.79	9,593.08	303,926.49	5,232,926.67
22	8/1/2033	5,232,926.67	43,433.29	251,335.58	9,157.62	303,926.49	4,981,591.09
23	2/1/2034	4,981,591.09	41,347.21	253,861.50	8,717.78	303,926.49	4,727,729.59
24	8/1/2034	4,727,729.59	39,240.16	256,412.80	8,273.53	303,926.49	4,471,316.79
25	2/1/2035	4,471,316.79	37,111.93	258,989.76	7,824.80	303,926.49	4,212,327.03
26	8/1/2035	4,212,327.03	34,962.31	261,592.61	7,371.57	303,926.49	3,950,734.42
27	2/1/2036	3,950,734.42	32,791.10	264,221.60	6,913.79	303,926.49	3,686,512.82
28	8/1/2036	3,686,512.82	30,598.06	266,877.03	6,451.40	303,926.49	3,419,635.79
29	2/1/2037	3,419,635.79	28,382.98	269,559.15	5,984.36	303,926.49	3,150,076.64
30	8/1/2037	3,150,076.64	26,145.64	272,268.22	5,512.63	303,926.49	2,877,808.42
31	2/1/2038	2,877,808.42	23,885.81	275,004.52	5,036.16	303,926.49	2,602,803.90
32	8/1/2038	2,602,803.90	21,603.27	277,768.31	4,554.91	303,926.49	2,325,035.59
33	2/1/2039	2,325,035.59	19,297.80	280,559.88	4,068.81	303,926.49	2,044,475.71
34	8/1/2039	2,044,475.71	16,969.15	283,379.51	3,577.83	303,926.49	1,761,096.20
35	2/1/2040	1,761,096.20	14,617.10	286,227.47	3,081.92	303,926.49	1,474,868.73
36	8/1/2040	1,474,868.73	12,241.41	289,104.06	2,581.02	303,926.49	1,185,764.67
37	2/1/2041	1,185,764.67	9,841.85	292,009.55	2,075.09	303,926.49	893,755.12
38	8/1/2041	893,755.12	7,418.17	294,944.25	1,564.07	303,926.49	598,810.87
39	2/1/2042	598,810.87	4,970.13	297,908.44	1,047.92	303,926.49	300,902.43
40	8/1/2042	300,902.43	2,497.49	300,902.43	526.57	303,926.49	0.00
Totals			1,322,045.16	9,969,863.00	865,151.44	12,157,059.60	

Prepared by the Department of Administration

Second Amendment
Effective as of January 7, 2022

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Communications

RECOMMENDATION:

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Consent agenda:

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

- a. Consider minutes of the Regular meeting held on January 19, 2021.
 - b. Consider ratification of Payroll Ordinance for the periods ending January 28, 2022.
 - c. Consider Approval of Community Survey for City of Emporia.
-

RECOMMENDATION:

- a. Approve Minutes.
 - b. Approve Payroll.
 - c. Approve Budget.
 - d. Approve Survey.
-

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



January 26, 2022

Trey Cocking
City Manager
City of Emporia
620-343-4252 (Office)
P.O. Box 928
Emporia, KS 66801
tcocking@emporia-kansas.gov

Subject: Proposal to Conduct a Community Survey for the City of Emporia, Kansas

Dear Mr. Cocking:

ETC Institute is pleased to submit a quote to conduct a Community Survey for the City of Emporia, Kansas. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. ETC Institute will meet with the City via phone to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will also provide the City with sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail and online.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- In order to maximize the number of residents who complete the survey, ETC Institute's survey administration fees include one \$500 Visa gift card. This gift card will be used as an incentive to encourage residents to complete the survey. The Visa gift card will be awarded by randomly selecting one person from all respondents to the survey.
- Approximately 10-12 days after the surveys are mailed, ETC Institute will follow-up via e-mail and/or text with households that received a mailed survey. ETC Institute will continue following up with households until reaching the targeted number of completed surveys. Listed below are two sampling plan options for your consideration:
 - A sample of 300 completed surveys. A sample size of 300 completed surveys will provide results that have a margin of error of +/-5.5% at the 95% level of confidence at the City level.
 - A sample of 400 completed surveys. A sample size of 400 completed surveys will provide results that have a margin of error of +/-4.9% at the 95% level of confidence at the City level.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC Institute will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the City's population.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to other communities regionally and nationally.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- GIS maps that show geocoded survey results for selected questions on the survey

- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute's typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Months 2-3**
Administer the survey
- **Month 4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

Fee

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 300 surveys would be \$13,500, and 400 surveys would be \$17,000.

Task	300 Surveys	400 Surveys
Design Survey & Prepare Sampling Plan	\$2,500.00	\$3,000.00
Administration of a 15-20 minute survey (up to 6 pages)	\$8,500.00	\$11,500.00
Formal Report (<i>includes executive summary, charts, benchmarking, Importance-Satisfaction Analysis, GIS maps</i>)	\$2,500.00	\$2,500.00
TOTAL	\$13,500.00	\$17,000.00

Optional Services. If desired, ETC Institute will provide the following "optional" services. The fees for "optional" services would be in addition to the prices shown in the table above.

- A webinar presentation of the final results at a date to be determined by the City (\$500). This could be provided in lieu of an on-site presentation.
- An on-site presentation of the final results at a date to be determined by the City (\$2,500).
- Interactive Data Dashboard that will provide the ability to query the full set of survey results in real time anywhere with access to the Internet. Described in more detail on page 5. (\$5,000)

CLOSING: We appreciate your consideration of this proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4514.

Sincerely,

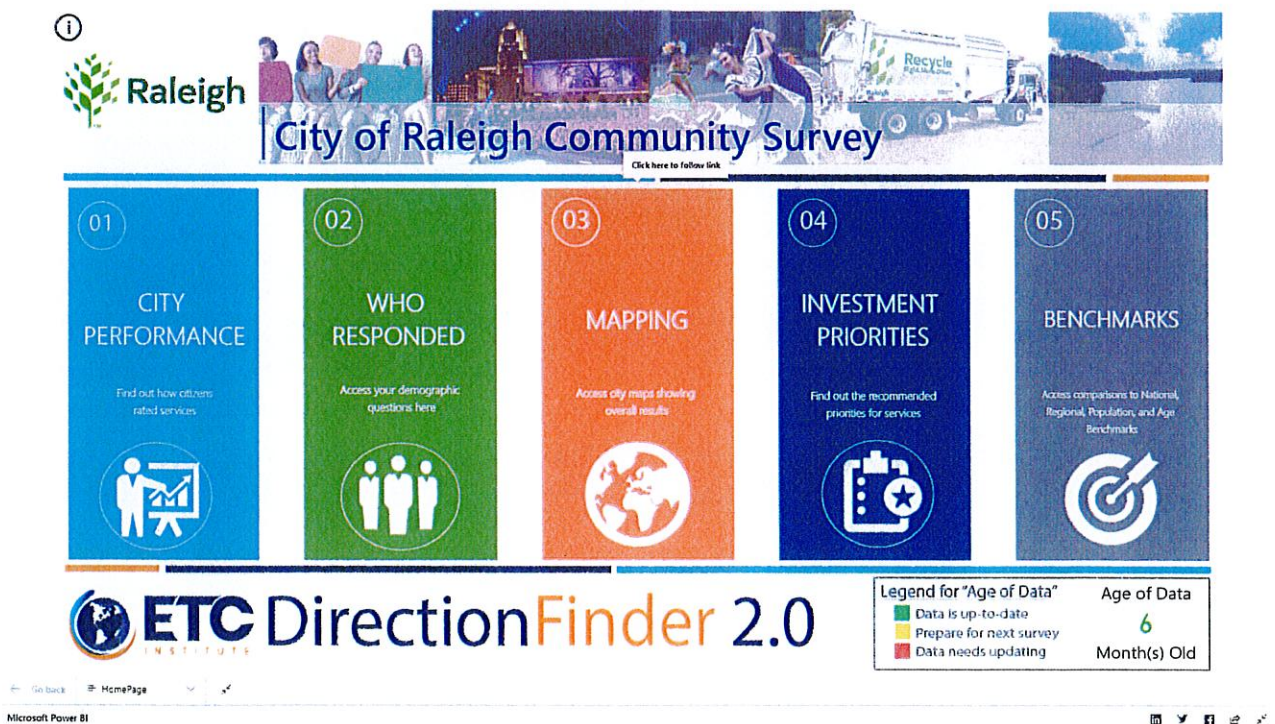
A handwritten signature in black ink, appearing to read "Jason Morado". The signature is fluid and cursive, with the first name "Jason" and last name "Morado" clearly distinguishable.

Jason Morado
Director of Community Research
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 254-4514
jason.morado@etcinstitute.com

DirectionFinder® 2.0 Interactive Data Dashboard

ETC Institute can design an interactive data dashboard to help our clients review and analyze their survey data. The dashboard will allow our clients to query the full set of survey results in real time anywhere with access to the Internet. Our interactive data dashboards give our clients the ability to explore the data and drill-down into the results on-demand, and does not require a special request for additional analysis. The dashboard can include the following features:

- **Trend Analysis** showing the results for previous community surveys that ETC Institute has administered for your community. The dashboard allows our clients to easily compare results from previous surveys.
- **GIS Mapping** showing the survey results mapped out geographically throughout your community. The maps will geographically display results not only for your current survey, but will also show changes in satisfaction from previous surveys.
- **Benchmarking Analysis** showing how your community compares to other communities across the country. The dashboard will allow our clients to compare their results to other communities regionally, nationally, and based on population of other communities.
- **Priority Analysis** showing the top priorities for our clients to focus on, based on ETC Institute's **Importance-Satisfaction Analysis** and **Priority Investment Ratings Analysis**. Priorities can be displayed for various demographic and geographic areas using the interactive features of the data dashboard.
- **Cross-Tabular Data Analysis** which gives our clients the ability to cross tabulate specific questions on the survey showing how different groups of respondents responded to various questions on the survey.



An example of a dashboard that ETC Institute created for the City of Raleigh can be viewed here:

<https://www.etcinstitute.com/directionfinder2-0/raleigh/>

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Informational Items Presented by the City Manager.

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

BACKGROUND SUMMARY:

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

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

Tentative Agenda for February 23rd Study Session

- Discuss ESU Partnership.
- Discuss Common Consumption Area.
- Discuss Ordinance Cross Connection/Online Backflow Management System.
- Discuss Extra Strength Sewer Rate Increase.
- Discuss Sewer System Connection Policy.
- Discuss Sewer Use Ordinance and Industrial Pretreatment Program.
- Discuss 12th Avenue Elevated Storage Tank Logo.
- Continued Discussion for City of Emporia Stormwater Management Plan.

**Joint City/County Luncheon at 11:30 a.m.
Lyon County Annex Meeting Room #114
in the Old Lyon Co. Courthouse**

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Governing Body Comments.

RECOMMENDATION:

BACKGROUND SUMMARY:

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

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 16, 2022

SUBJECT: Executive Session

RECOMMENDATION: Approve Executive Session

BACKGROUND SUMMARY:

At this time, the City Commission request an Executive Session for 30 minutes to discuss proprietary information of private enterprises and to invite Jim Witt, Special Projects Manager.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

COMMISSION MEETING

1:30 P.M.

FEBRUARY 2, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, February 2, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, Gilligan and Sauder present. Also present were City Manager Cocking, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

Mayor Smith read a proclamation recognizing February 18, 2022, as "Emporia State University Day" in Emporia. She stated Emporia State University continually strives to thrive in and embrace an ever-changing, diverse world in providing programs for students and community members to gain a sense of respect and responsibility to advance the common good of our state, nation and world. Lyon County, the City of Emporia, and Emporia State University continue to build a University Community that strives for excellence in presenting campus and community opportunities, and commits to service to positively impact our campus and local communities. She stated Emporia State University will commence to celebrate its 159th anniversary on Founders' Day, February 18, 2022. She urged all Emporians to join together in the celebration of the founding of Emporia State University.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

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

There were no comments from the public at this time.

**CITY COMMISSION
(Board Appointment)**

Convention and Visitors Advisory Board (CVAB):

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

**EMPORIA PUBLIC LIBRARY
(Maintenance Agreement for 2022)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City of Emporia and the Emporia Public Library Board annually renew a cleaning and maintenance services agreement which sets the terms for employees from the City Building Maintenance Department to provide services for the Emporia Public Library. The contract is substantially similar to agreements from previous years with a fee increase of 3% and minor changes to services provided as agreed upon by city and library staff. She stated the Emporia Public Library Board has approved the agreement subject to approval by the City Commission. She stated staff recommends approving the contract in the amount of \$40,736.71 for 2022.

Commissioner Gilligan made a motion to approve the Maintenance Agreement with the Emporia Public Library in the amount of \$40,736.71 for 2022. Commissioner Giefer seconded the motion. The vote follows: Commissioner Gilligan, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

**CITY COMMISSION
(Kretsinger Addition S. Exchange & Sodens Road)
(Request Rural Housing Incentive District)
(Resolution Number 3663)**

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated staff received a request from Ignite

Emporia - Project Developer of property located at S. Exchange Street and Sodens Road (Kretsinger Addition) to add the property to the eligible RHID districts within the City. He stated this is the first step in the RHID designation process. The developers will provide a new 52 lot subdivision for the development of single-family homes with a target market prices of \$200,000 to \$225,000. The hearing date is scheduled for March 16, 2022, at which time the required Development Plan will be reviewed. The creation of the district is the next step in the process. The establishment of a formal district does not guarantee that funding will be secured for the public improvements necessary to allow residential development but does formally create the RHID process as a financial tool to finance the said improvements. One the public hearing is completed the Commission will be asked to consider an ordinance creating the RHID district.

Following further discussion, Commissioner Sauder made a motion to approve Resolution Number 3663, a resolution establishing a hearing date of a RHID district for the proposed Kretsinger Addition on March 16, 2022. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; and Mayor Smith, aye. Commissioner Gilligan abstained.

Consent Agenda

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

- a. Consider minutes of the Regular Meeting held on January 19, 2022.
- b. Consider ratification of Payroll Ordinances for the period ending on January 14, 2022.
- c. December Budget.
- d. Consider approval of Change Order No. 1 for Public Works Center Pavement Improvement Project in the amount of \$5,740.00.
- e. Consider approval of Change Order No. 2 for the Public Works Center Pavement Improvement Project in the amount of \$16,945.22.
- f. Consider approval of the Time and Date to Receive Bids for the 2022 Hazardous Sidewalk Improvements Project.

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

**CITY COMMISSION
(City Manager's Report)**

This is a verbal report that announces upcoming events, recognizes employees for outstanding contribution 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 February 9th Study Session at 10:00 a.m.

- Discuss Flashing light at the Intersection of 6th Avenue & Congress St.
- Review 2021 Year End Summary.
- Discuss Proposal for Conducting Community Survey for the City.

**CITY COMMISSION
(Public Comment)**

This is the time for Mayor and City Commissioners to make comments and reports to the public. No comments were made at this time.

EXECUTIVE SESSION

Commissioner Gilligan made a motion to adjourn into Executive Session for consultation with the City Attorney to discuss a legal matter and to invite Special Projects Manager Jim Witt, from 1:47 p.m. to 2:02 p.m., in the City Commission Meeting Room. Commissioner Giefer seconded the motion. The vote follows: Commissioner Gilligan, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 2:02 p.m., this same date, in the City Commission Meeting Room, Mayor Smith stated they had consultation with the City Attorney to discuss a legal matter and no action was taken.

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

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk