



**** AGENDA ****

City Commission Study Session

Wednesday, April 27, 2022

Municipal Court Room

518 Mechanic Street

10:00 a.m.

- Continued HomeServe Discussion.
- Enterprise Leasing.
- Mini Excavator Lease for Underground Utilities.
- Kansas Open Meetings Act Overview.

May 4th Commission Meeting at 11:00 a.m.

- ORDER OF BUSINESS
- PROCLAMATIONS
 - Proclamation Naming May as Community Action Month.
 - Proclamation Recognizing National Police Week.
 - Proclamation for Small Business Week.
- PUBLIC FORUM
- NEW BUSINESS
 - 1) Approve Agreement with HomeServe.
 - 2) Approve Lease agreement for Mini Excavator for Underground Utilities.
- COMMUNICATIONS
- CONSENT AGENDA
 - Approve Minutes.
 - Approve Payroll.
 - Set Bid Time & Date for Street Resurfacing.
- INFORMATIONAL ITEMS
- GOVERNING COMMENTS
- ADJOURNMENT

**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4275 or jlynch@emporia-kansas.gov*



TO: City Commissioners

FROM: Janet Harrouff

DATE: April 22, 2022

RE: Service Line Warranty

At the April 13th study session, a representative from Home Serve gave a presentation explaining the water and sewer service line warranty program that they provide. Included in your packet is a sample letter that would be sent to the homeowners and the contract the city would sign.

Staff will be in attendance to discuss further.

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 33310
PERMIT NO. 750





City of Emporia

Kansas

Dear City of Emporia Homeowner;

The City of Emporia has partnered with Service Line Warranties of America (SLWA), a provider of home emergency repair solutions to homeowners nationwide, to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Emporia homeowners.

Many homeowners are not aware that they are responsible for certain repairs; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on their private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns.

Optional plans from SLWA can help protect you from the potentially expensive repair costs of water and sewer/septic lines inside and outside your home.

The enclosed information is provided to help you decide whether a plan from SLWA is right for you.

Please visit www.slwofa.com for frequently asked questions and links to additional information. You can also call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings.

The City of Emporia

Coverage from Service Line Warranties of America (SLWA) is an optional, third-party, non-tariffed service. Emporia homeowners are not required to sign up for this service.

Information for Emporia Homeowners



<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Please Reply

Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

The City of Emporia has selected Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$8,500 per call for covered water service or well line repairs, and as many service calls as you need up to \$8,500 per call for covered sewer/septic line repairs (30-day wait includes a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$6.49 per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money and the time of finding a plumber, which can be difficult in the best of times. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the City of Emporia.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

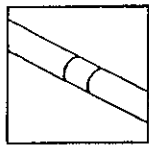
Sincerely,

Andrew Wright
SVP, Customer Service / SLWA

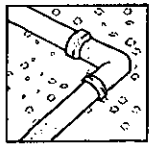
Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect any service you have with your local utility or community.

What would you do in an exterior line emergency?

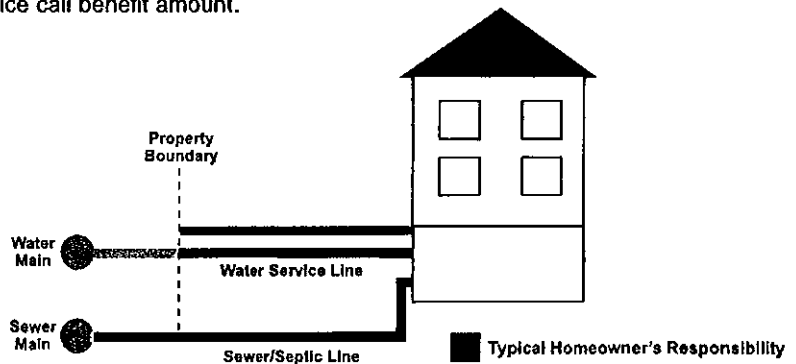
The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace water service line (26–100 ft.)
\$2,661
Plan Members:
No Charge†



Replace sewer/septic line (26–75 ft.)
\$5,054
Plan Members:
No Charge†



†National average repair costs as of June 2020. No charge for covered repairs up to the service call benefit amount.

The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's covered" section.

Who is eligible for coverage?

An owner of both a residential single structure permanently secured to the ground and the land it is located on may be eligible for coverage. Properties used for commercial purposes are not eligible for coverage. In IA, properties with more than 4 dwelling units are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service or exterior sewer/septic lines, or your exterior sewer/septic line has failed a smoke or dye test without resolution prior to enrollment. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service line or exterior sewer/septic line may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage.

What should I know about this coverage?

What's covered: Coverage is for the following exterior lines, for which you have sole responsibility, that have experienced an operational failure, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace an exterior water service line from your utility's responsibility or external wall of your well casing to the external wall of your home. **Exterior Sewer/Septic Line Coverage:** Coverage provides, up to the applicable benefit limit, for the covered cost to repair or replace a sewer line that takes wastewater away from the exit point within your home up to your utility's responsibility, or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below. Additional exclusions apply. **Exterior Water Service Line Not Covered:** Branch lines; pressure reducing valves; or backflow prevention devices. **Exterior Sewer/Septic Line Not Covered:** Septic/collection tanks; leaching fields; grinder pumps; non-conforming drain lines; or branch lines. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com.

When can I make a service call?

Your plan(s) start the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

What quality of repair can I expect?

Local, licensed and insured plumbers perform covered repairs, which are guaranteed against defects in materials and workmanship for one year.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Emporia, Kansas (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. **Grant of License.** City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company’s books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Janet Harrouff
City of Emporia
522 Mechanic St
Emporia, KS 66801-3950
Email: jharrouff@emporia-kansas.gov
Phone: (620) 343-4286

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Kansas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF EMPORIA

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

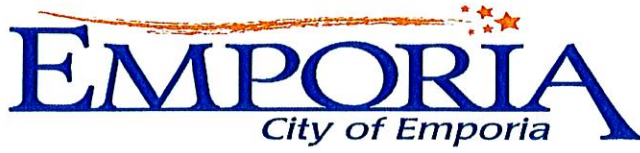
Title: Chief Sales Officer


Date:

Exhibit A
NLC Service Line Warranty Program
City of Emporia
Term Sheet
March 30, 2022

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$6.49 per month)
 - B. External sewer/septic line plan (initially, \$8.49 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.



To: City Commissioners
From: Janet Harrouff 
Date: April 22, 2022
RE: Enterprise Fleet

Staff has been working with Enterprise Fleet to determine if it is financially responsible to lease the smaller passenger type vehicles that are in the City's fleet. The representative from Enterprise will be here to discuss the program.



FLEET MANAGEMENT

PREPARED FOR:

City of Emporia, KS

Ken Olsen

FLEET CONSULTANT

314-825-2208

PHONE

Kenneth.P.Olsen@efleets.com

EMAIL



FLEET SYNOPSIS | City of Emporia

Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks, service vehicles, and emergency response police units.

The City of Emporia will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Your Account Team is located in Kansas so we can quickly arrive in-person to address any of your needs. Your Account Manager and will meet with the City 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of the City of Emporia's fleet management structure from start to resale. We have already designed a financial model that will guide your Account Team from the start. Enterprise will work with department heads to ensure we have the vehicles built and spec'd exactly as needed, we will have all aftermarket equipment confirmed, and the timeframe that the vehicles are needed to be delivered. Logistically, the new vehicles will be delivered to a local dealership, then to an aftermarket vendor if necessary for equipment upfit, after delivery Enterprise will then pick up the aged city units and sell them on the cities behalf.

Enterprise has built a financial model designed around Emporia's fleet. Given the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the City to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 55% of the light and medium duty fleet is currently 10 years or older
- 75% of the light and medium duty fleet is currently 6 years or older
- 13 years is the current average age of the fleet
- Over 17 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$1,105,896 in 10 years

- Shorten the current vehicle life cycle from 17 years to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$816,000 in capital from the salvage of 95 vehicles in the first five years
- Significantly reduce Maintenance to an average monthly cost of \$43 vs. current \$145
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 39 vehicles predate Anti-Lock Brake standardization (2007)
 - 49 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 77 vehicles predate standardization of back up camera (2018)

THE RESULTS

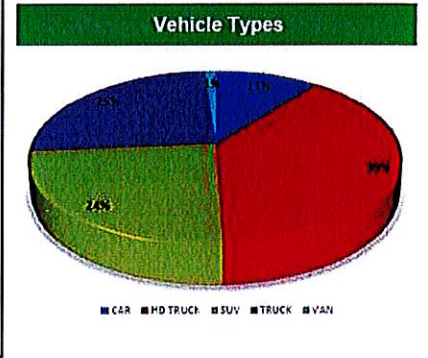
By partnering with Enterprise Fleet Management, it is estimated that the City will reduce their fuel costs by over 20%. The City will also reduce maintenance cost by approximately 70%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 112% above Commercial Value Index. By shifting from a reactively replacing inoperable vehicles to planning vehicle purchases, Emporia will be able to replace 95 of its oldest vehicles within the first five years, turning 100% of their vehicles into newer, safer, more efficient models.

FLEET ANALYSIS | City of Emporia

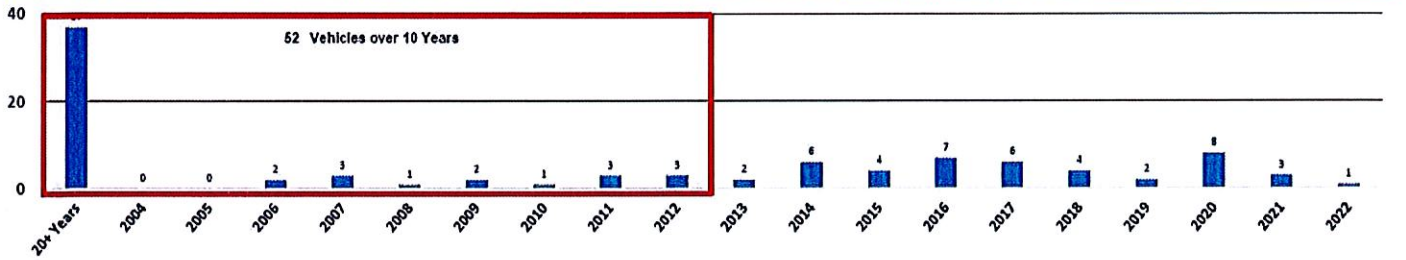
Fleet Profile | Fleet Replacement Schedule | Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized
Mid-size Sedan	7	11.0	11,500	3	4	0	0	0	0
Full-size Sedan	3	8.6	10,400	0	3	0	0	0	0
Minivan-Passenger	1	16.1	8,400	1	0	0	0	0	0
Mid Size SUV 4x2	6	10.1	12,300	3	3	0	0	0	0
Mid Size SUV 4x4	14	4.0	15,900	0	4	1	4	5	0
Full Size SUV 4x2	2	20.6	8,100	2	0	0	0	0	0
Full Size SUV 4x4	1	5.9	7,600	0	0	1	0	0	0
Compact Pickup Reg 4x2	4	21.1	5,200	4	0	0	0	0	0
Compact Pickup Quad 4x4	3	4.9	7,500	0	0	2	0	1	0
1/2 Ton Pickup Reg 4x2	10	17.0	3,000	8	0	1	0	1	0
1/2 Ton Pickup Ext 4x4	5	7.6	4,900	2	0	0	0	3	0
1/2 Ton Pickup Quad 4x4	2	11.0	8,900	1	0	1	0	0	0
3/4 Ton Pickup Reg 4x2	16	21.6	4,600	15	0	1	0	0	0
3/4 Ton Pickup Quad 4x4	1	3.9	4,900	0	0	0	1	0	0
1 Ton Pickup Reg 4x2	2	13.0	8,200	1	0	0	0	1	0
1 Ton Cab Chassis	18	13.2	7,600	7	5	0	4	2	0
Totals/Averages	95	12.9	8,200	47	19	7	9	13	0

* Fiscal Year 2022 = 12 years old and older, or odometer over 120,000
 * Fiscal Year 2023 = 8 years old and older, or odometer over 93,300
 * Fiscal Year 2024 = 6 years old and older, or odometer over 86,600
 * Fiscal Year 2025 = 4 years old and older, or odometer over 79,900
 * Fiscal Year 2026 = Remaining Vehicles
 * Underutilized = Annual Mileage less than



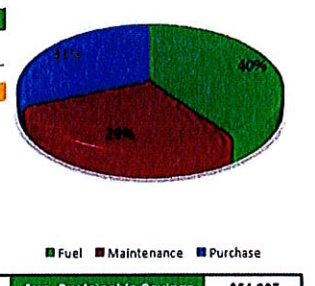
Model Year Analysis



Current Fleet	95	Fleet Growth	0.00%	Proposed Fleet	95
Current Cycle	17.27	Annual Miles	8,200	Proposed Cycle	3.46
Current Maint.	\$148.00			Proposed Maint.	\$43.26
Maint. Cents Per Mile	\$0.21	Current MPG	10	Price/Gallon	\$3.00

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost				Annual				
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	95	5.5	95	0	181,379	0			165,300	233,700	580,379	0
'22	95	47	48	47	0	317,929	-107,500	-119,042	107,918	203,724	402,630	177,749
'23	95	36	29	66	0	489,300	-170,550	-119,042	84,721	191,607	476,036	104,343
'24	95	24	22	73	0	835,193	-112,444	-337,720	76,175	187,142	348,345	232,033
'25	95	47	13	82	0	631,682	-168,350	-154,154	65,187	181,402	555,767	24,611
'26	95	35	0	95	0	701,680	-257,700	-381,250	49,315	173,111	285,166	295,223
'27	95	42	0	95	0	701,680		-608,494	49,315	173,111	315,612	264,767
'28	95	63	0	95	0	701,680		-210,421	49,315	173,111	713,685	-133,307
'29	95	29	0	95	0	701,680		-315,735	49,315	173,111	608,371	-27,992
'30	95	36	0	95	0	701,680		-474,898	49,315	173,111	449,208	131,171
'31	95	61	0	95	0	701,680		-381,026	49,315	173,111	543,080	37,299



10 Year Savings	\$1,105,896	Avg. Sustainable Savings	\$84,387
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CASE STUDY | City of Emporia

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

- Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

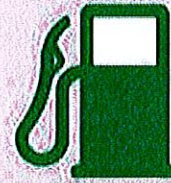
To learn more, visit efleets.com or call 877-231-FLEET.

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Key Results

**22%
SAVINGS
IN FUEL COSTS**



**REDUCED MAINTENANCE
SPEND BY
70%**

**6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS**



PROGRAM RESOURCES | City of Emporia

SAFETY

- 55% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

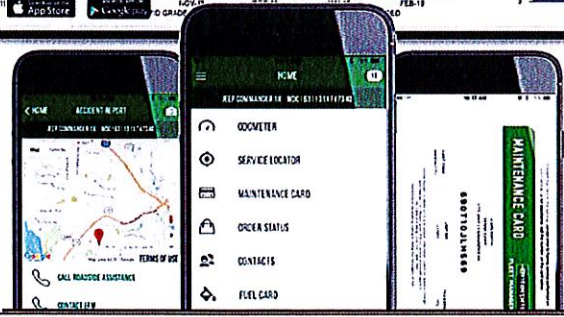
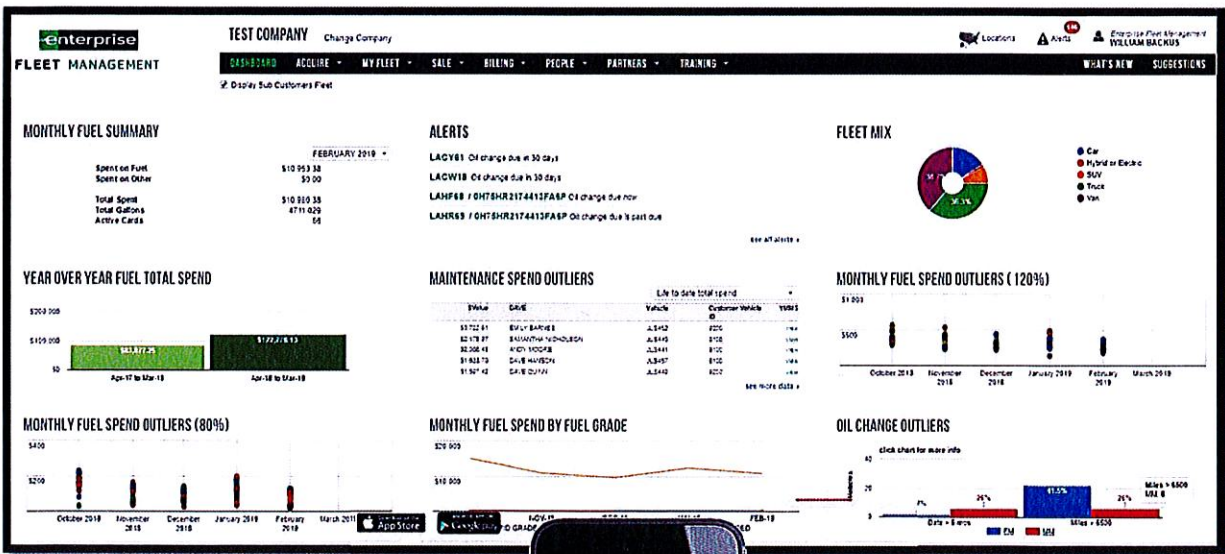
Emporia will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | City of Emporia

LOCAL CURRENT PARTNERS

- Unified Government of Wyandotte County, KS
- Shawnee County, KS
- City of Lenexa, KS
- City of Prairie Village, KS
- City of Salina, KS
- City of Leavenworth, KS
- City of Independence, MO
- City of Valley Center, KS
- City of Arkansas City, KS
- City of Andover, KS
- City of Wellington, KS
- Geary County, KS
- Ellis County, KS
- Jackson County, MO

REFERENCES:

Below is a list of three client references including company name, contact person, and telephone number.

1. City: **City of Lenexa, KS**
Business Phone #: (913) 477-7880
Contact Person: Nick Arena, Municipal Services Director
2. City: **City of Prairie Village, KS**
Business Phone #: (913) 477-7880
Contact Person: James Carney, Superintendent
3. City: **Shawnee County, KS**
Business Phone #: (785) 251-4307
Contact Person: Betty Greiner, CFO
4. City: **City of Valley Center, KS**
Business Phone #: (316) 755-7310
Contact Person: Barry Smith, Assistant City Administrator

COOPERATIVES:

Piggyback the Sourcwell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the entity
- Supports the entities need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices
- **The City of Emporia's member number is # 137227**
 - Award Link: <https://www.sourcwell-mn.gov/cooperative-purchasing/060618-efm>

Memo

TO: City Commission

FROM: Dean Grant, Director of Public Works

CC: Department Heads

DATE: April 20, 2022

SUBJECT: E42 R2 Series Bobcat Compact Excavator

Underground Utilities budgeted \$120,000.00 (split between the Water and Sewer Funds) for the purchase of a new backhoe. Instead, we would like to lease an E42 R2 Series Bobcat Compact Excavator, so that the crews can work more efficiently in the areas that do not have the space that is required for a backhoe to operate. The existing backhoe will continue to be use by Underground Utilities for system maintenance in other areas.

The cost of the E42 R2 Series Bobcat Compact Excavator is \$10,000.00 per year for 5 years. At the end of the 5 years, Bobcat will pick up the machine and, if we elect, bring in a new machine on a new lease. There is no balloon payment, and we will owe nothing more on the machine. The city will be responsible for all regular maintenance (oil and fluid changes and normal wear items) and all major repairs will fall under the warranty that every new piece of equipment comes with. We will also need to make a one-time purchase of a trailer to haul the compact excavator. The cost of the trailer will be approximately \$9,000.00

The cost of the mini excavator is \$50,000.00 over 5 years, plus approximately \$9,000.00 for the one-time purchase of a trailer. The backhoe cost would be approximately \$115,000.00 and would be put into the CIP budget in 5 years to be purchased again.

Attachments: E42 R2 Series Bobcat Compact Excavator Spec and Pricing Sheet



Bobcat

Product Quotation

Quotation Number: JLK-08004

Date: 2021-12-09 15:41:27

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF EMPORIA 104 E 5TH ST EMPORIA, KS 66801	White Star Machinery, Topeka, KS 835 NE HWY 24 TOPEKA KS 66608 Phone: (785) 232-7731 Fax: (785) 235-8951	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E42 R2-Series Bobcat Compact Excavator Auto>Idle Auto>Shift, 2>Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> W/ Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117&gt;2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)		1	\$42,352.10	\$42,352.10
Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start Rubber Tracks Spark Arrestor Standard 5 in. Display Turbocharged, Tier 4, Non DPF Vandalism Protection Work Lights X-Change Attachment Mounting System Warranty: 2 years, or 2000 hours whichever occurs first				
E66 Extendable Arm Package Extendable Arm Enclosed Cab with Auto HVAC Bobcat 7 inch Touch Display <ul style="list-style-type: none"> Radio Bluetooth Keyless Start 	M3315-P08-E66	1	\$17,730.30	\$17,730.30
Hose Kit - E60, E42 & E50 R2 All Arms 24" MX4 XCHG TEETH 18" MX4 XCHG TEETH NB160 Nitrogen Breaker with Nail Point --- X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor Hydra-Tilt Material and Logistics Surcharge	7175244 7311868 7322082 7234536 7113657 6728578 9988228	1 1 1 1 1 1 1	\$326.00 \$1,229.68 \$1,066.28 \$5,345.08 \$468.92 \$1,915.20 \$4,582.16	\$326.00 \$1,229.68 \$1,066.28 \$5,345.08 \$468.92 \$1,915.20 \$4,582.16
Total of Items Quoted				\$75,015.72
Dealer P.D.I.				\$300.00

Freight Charges
Dealer Assembly Charges
Quote Total - US dollars

\$1,668.00
\$70.00
\$77,053.72

Notes: **LEASE OPTION:**

5 YEAR LEASE - 500 HOURS PER YEAR
\$10,000 per year / paid annually

**Prices per the Kansas NASPO Construction - SW192*
**Terms Net 60 Days. Credit cards accepted.*
**FOB Origin – Prepay and Add to Quote*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

_____	_____
SIGNATURE	DATE
_____	_____
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Memo

TO: City Commission
CC: Trey Cocking, City Manager
FROM: Christina Montgomery, City Attorney
DATE: April 22, 2022
SUBJECT: Kansas Open Meetings Act

K.S.A. 75-4317 states in part, “In recognition of the fact that a representative government is dependent upon an informed electorate, it is declared to be the policy of this state that meetings for the conduct of governmental affairs and the transaction of governmental business be open to the public.” This is the overarching principal of a group of statutes known as the Kansas Open Meetings Act (KOMA). Staff will provide an overview of KOMA at the April 27 meeting.