



**MEETING OF THE CITY COMMISSION – AGENDA
WEDNESDAY, JUNE 15, 2022 AT 11:00 A.M.
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER: Mayor Becky Smith

MEMBERS PRESENT

Vice Mayor Danny Giefer
Commissioner Susan Brinkman
Commissioner Erren Harter
Commissioner Jamie Sauder

PROCLAMATIONS

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Hate speech, profanity, and defamation are not allowed. Please state your name and address prior to making comments.

NEW BUSINESS

1. Water Service Relocation and Main Line Abandonment.

Presented by Dean Grant, Public Works Director

Recommended Action: Approve Service Relocation and Main Line Abandonment.

2. Purchase of Roll-Off Truck for Sanitation Department.

Presented by Dean Grant, Public Works Director

Recommended Action: Approve Purchase of Roll-Off Truck.

3. Agreement with BG Consultants for Design of Waterline for Railroad Crossing.

Presented by Dean Grant, Public Works Director

Recommended Action: Approve Agreement

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

May Permits & Finances

May Financial Report

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- A. Approve the minutes of the June 1, 2022, City Commission Meeting.
- B. Ratification and Approval of the Payroll Ordinances for the period ending June 2, 2022.
- C. Agreement with Visit Emporia for Murals in Las Casitas Park.
- D. Submission of Emergency Solutions Grant Application to the Kansas Housing Resources Corporation on Behalf of Local Agencies.
- E. Set Bid Date and Time for KDOT CCLIP SP Project No. 56U-2390-01, City Project No. PV2201.
- F. South Arundel Sanitary Sewer Realignment Project Easement Acquisitions.

Recommended Action: Approve the Consent Agenda as presented.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Agenda Items for all Upcoming Commission Meetings.

GOVERNING BODY COMMENTS

Mayor Becky Smith

Vice Mayor Danny Giefer

Commissioner Erren Harter

Commissioner Susan Brinkman

Commissioner Jamie Sauder

ADJOURNMENT



Commission Action Report

Title: Water Service Relocation and Main Line Abandonment

Proposed Agenda Date: June 15, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

Underground Utilities staff would like to relocate the water service lines and meters of the customers along Road G, between Highway 50 and Road 180. The customers are currently being served by a 2.5-inch waterline that is on the west side of their properties. The line is older and is an abnormal size. Crews cannot easily monitor or repair due to the location.

Staff would like to move the customers to a 12-inch waterline on the east side of Road G. New service lines would be bored and cased across the road, with the meters at the property line in front of the businesses. The private plumbing will then be routed from the new meter location and reconnected to the existing private lines. Once all the customers are connected to the new meters, then the 2.5-inch waterline will be disconnected from the water system and abandoned in-place.

Underground Utilities requested quotes for the 3 to 4-inch bores from three companies and only one responded. The directional boring will be paid for directly by the city. Each property owner will be responsible for hiring and paying, the plumber they would like to use to reconnect the private service lines, then the city will reimburse each property owner for the associated costs, limited to estimates we received for each property.

DISCUSSION:

At the properties located on Rd G between Hwy. 50 and Rd 180, install 3 to 4-inch bores, move the customers to an existing waterline on the east side of Rd G, and reconnect the private service lines to meters relocated to the east property line/right-of-way. Abandon the existing 2.5-inch waterline on the west side of the properties.

FINANCIAL CONSIDERATIONS:

The cost for 3 to 4-inch bores is \$29,950.00. The total cost for reconnecting the private lines is \$33,445.00.

The total cost for this project is \$63,395.00.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the directional bores to be installed by Burnap Bros., Inc in the amount of \$29,950.00 and reimbursement to the property owners up to the amounts as follow: 1761 Rd G \$4,580.00, 1769 Rd G \$4,940.00, 1771 Rd G \$5,410.00, 1779 Rd G 8,945.00, 1783 Rd G \$9570.00.

Approve the abandonment of the 2.5-inch waterline on the west side of Rd G from Hwy. 50 to Rd 180.

ATTACHMENTS:

Quotation for Boring and Reconnecting Private Service Lines

Map of Affected Properties and Waterlines.

Burnap Bros., Inc.

Plumbing Contractors

722 Commercial Street – Emporia, KS 66801

Phone: (620)342-2645 Fax: (620)342-2647

E-mail: office@burnapbros.com

March 11, 2022 (Updated 5/24/2022)

City of Emporia

P.O. Box 928

Emporia, KS 66801

Re: Reroute Road G Water Services

As requested and discussed, we are pleased to provide estimates to reroute water service lines and meters to five properties on Road G between US Hwy 50 to the South and Road 180 to the North. Our estimate includes a single cost to run water service from the water main on the East side of Road G to five new water meters on the West side of Road G. Prices for running water services from the new meters to the existing buildings' water service entry are broken out separately.

Water service lines to be Cresline Blue® Flexible polyethylene pipe with brass pack joint "MacPack" style compression fittings. Tracer wire will be run along the length of the new lines to aid in future location.

- Water service from City Main East of Road G to five new meters West of Road G.
 - Our estimate assumes the City of Emporia provides the meter, setter, and tap of water main as well as any required traffic control devices.
 - We will bore underneath the roadway and run the new water lines through a 4" PVC pipe sleeve to avoid unnecessary traffic interruptions or damage to the existing roadway.
 - **\$29,950.00**
- 1761 Rd G – Waechter LLC – Service from Meter to building
 - **\$4,580.00**
- 1769 Rd G – Midland Fence – Service from Meter to building
 - **\$4,940.00**
- 1771 Rd G – Last Time – Service from Meter to building
 - **\$5,410.00**
- 1779 Rd G – Ag Choice – Service from Meter to building
 - **\$8,945.00**
- 1783 Rd G – Schaefer Equipment – Service from Meter to building
 - **\$9,570.00**
- **Total: \$63,395.00**

Notes:

1. All prices include materials, labor, excavation, and permit costs.
2. No Sales Tax or Bonding included.
3. Charges incurred to remove any rock encountered during excavation will be billed as extra.
4. Any "dewatering" that is required for us to perform our scope of work will be billed as extra.
5. Our prices are protected for 30 days from the date of this estimate, and must be accepted and/or a purchase order issued within that time period.

Authorized Signature



Matthew Hastings





Commission Action Report

Title: Purchase of Roll-Off Truck for Sanitation Department

Proposed Agenda Date: June 15, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

The Solid Waste Division is scheduled to purchase a roll-off truck for 2022. This truck will be utilized to service a steadily growing roll-off customer base through Sanitation Collections with a gross revenue exceeding \$2,000,000.00 in 2021. Currently, the service requires two full time drivers/trucks to accommodate roll-off customer needs, and a third truck is utilized daily at the Transfer Station and as a backup for the Roll-Off Route. The amount budgeted for this purchase is \$200,000.00.

Solid Waste requested a Sourcewell Cooperative Purchasing quote from Kenworth for the chassis and Master Tech Truck and Equipment for the body. Kenworth offers a local authorized service center for repair work during and after the warranty period, allowing staff to have the truck chassis repaired in Emporia rather than transporting the unit to Kansas City. Kenworth has proven to be a reliable chassis and service from the Emporia Kenworth shop has been good.

DISCUSSION:

Solid Waste would like to purchase a truck to increase their roll-off fleet to better serve their customers.

FINANCIAL CONSIDERATIONS:

The cost for the chassis and body is \$228,107.00. This will be paid out of the Solid Waste Fund.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve the purchase of the Kenworth chassis and a Palfinger body for roll-off service.

ATTACHMENTS:

Chassis and Body Quote



WICHITA KENWORTH (W370)
5115 NORTH BROADWAY
WICHITA, Kansas 67219

CITY OF EMPORIA
104 E 5TH
EMPORIA, Kansas 66801
United States of America

Justin Diepenbrock
Cell Phone:
Office Phone:
Email: justind2@wichitakenworth.com

Keith Senn
Cell Phone: 620-340-6339
Email: ksenn@emporia-kansas.gov

Customer Quote

Equipment

Quantity:	1
Truck Price:	\$157,731
Dealer Options:	\$0
Extended Warranty:	\$0
Equipment Price:	\$126,185
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,825

Total Equipment Price: \$129,010

NET Sale Price: **\$124,788**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$103,319
Fees:	\$0
Other:	\$0

Quotation Total: **\$228,107**

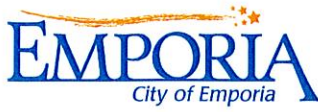
This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2022
Deal: T430C PX9 350 4300RDS
Printed On: 5/27/2022 9:43:35 AM

Date: May 27, 2022
Quote Number: QUO-326071-S2R3C4



Commission Action Report

Title: Agreement with BG Consultants for Design of Waterline
for Railroad Crossing

Proposed Agenda Date: June 15, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

Staff would like to start on the water transmission main that will cross BNSF rail lines. The crossing is a part of a transmission main planned to extend from 12th Ave to the Warren Way elevated storage tank. Staff would like to start the design for this portion of the project so that the permitting process can be started with BNSF upon completion of the design.

The project is planned to be completed in 3 phases with a total estimated cost of \$9,502,440.00. This project and design will be funded by the second State Revolving Fund Loan.

DISCUSSION:

Due to the lengthy permitting process, the staff believes that moving forward with the design for this segment will help keep the project on schedule to start in late 2023 or early 2024. This transmission line will be crucial for getting water to the south side of the railroad tracks and supplying that portion of the system.

FINANCIAL CONSIDERATIONS:

The cost for the design of this segment of the waterline will be \$70,230.00 and will be reimbursable from the second SRF loan funds.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve the engineering design contract with BG in the amount of \$70,230.00 for the design of the water transmission main that will cross BNSF rail lines.

ATTACHMENTS:

BG Design Contract



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Emporia, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2022 Potable Waterline Improvement (22-1216E)
Neosho Street Railroad Crossing
Emporia, KS

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Bruce Boettcher
Address:	2508 W. 15 th Ave.
	Emporia, KS 66801
Phone:	620.343.7842

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance with a coverage in an amount not less than \$5,000,000 general aggregate and \$3,000,000 per occurrence.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Dean Grant
Address: 1220 Hatcher Street
Emporia, KS 66801
Phone: 620.340.6335

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Dean Grant
Address: 1220 Hatcher Street
Emporia, KS 66801
Phone: 620.340.6335

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$70,230.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump

Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at

CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit I when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the amount of collectable insurance from BG Consultants, Inc. Professional Liability Insurance. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

- 5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

- 5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Emporia, KS

By: _____

By: _____

Printed Name: Bruce Boettcher

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project Description

The project includes design of potable waterline replacement on Neosho Street to bore a casing under the railroad tracks and replace approximately 500 LF of waterline (portion of Project 11 - map attached). Services include:

Scope of Services

CONSULTANT will provide the following Scope of Services:

I. Preliminary Engineering

1. Project Management and Meetings
 - a. Attend a Kick-Off meeting with City Staff to determine specific project needs and general project desires. Also, review and receive available information and plans pertaining to the project.
 - b. Attend a plan review meeting after CLIENT's review of Preliminary plans.
2. Topographic Survey
 - a. Perform design and surveys to provide control, location, and land information to prepare a set of construction plans. Right-of-way and/or easement descriptions if required will be additional services.
 - b. Obtain information from utility companies with infrastructure within the project limits. Utility companies will be required to locate their facilities within the project limits.
3. Project Design
 - a. Design waterline improvements for competitive bidding by contractors.
 - b. Prepare and submit Concept Design to CLIENT.
 - c. Prepare preliminary plans based on the direction received from CLIENT's review of the Concept Design. Submit preliminary plans to CLIENT for review.
 - d. Revise the preliminary plans based on the direction received from CLIENT's review. Submit the revised documents as final plans to CLIENT for review and approval.
 - e. Construction plans will be prepared on 24"x36" plan sheets.
 - f. Plan and profile sheets will have a plan view scale of 1 inch = 20 feet and a profile view scale of 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical.
4. Opinion of Construction Cost
 - a. Prepare opinion of probable construction costs to be submitted to the CLIENT at the following phase of the project: Final Plans.
5. Project Manual (Construction Contract and Project Specifications)
 - a. CONSULTANT will prepare a Project Manual under this Scope of Services.

- b. CONSULTANT will design the project to utilize the City's Standard Specifications, Standard Detail Sheets and the 2007 Edition of the Standard Specifications for State Road and Bridge Construction (Standard Specifications) to the extent possible.
- 6. Utility Coordination
 - a. Prepare utility plans after Field Check and submit the utility plans to each utility owner with utility infrastructure within the project limits.
 - b. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.
- 7. Permit Applications
 - a. CONSULTANT will prepare KDHE Water Supply Permit Application
 - b. CONSULTANT will prepare KDHE NOI Stormwater Permit Application, if required.
 - c. CONSULTANT will prepare Railroad Permit Applications. All application fees and costs for flaggers for topography survey data collection, construction plan preparation, and construction of improvements shall be the responsibility of the Client.

II. Proposed Project Alignment

- 1. Location of waterline improvement is anticipated to be in the east right-of-way of Neosho Street, crossing the Railroad (3rd Street). Adjustments to alignment can be reviewed during field check. Railroad permit applications are included within the scope of services.

III. Bid Letting Services

- a. Answer questions from contractors regarding the final plans. If necessary, issue requested addenda.
- b. If requested by the CLIENT, attend a pre-bid meeting to explain any extraordinary conditions or designs and to answer questions regarding the plans.
- c. Attend the bid letting, tabulate bids and provide a recommendation for award.

IV. Property negotiations are NOT included in the proposed scope of services. Legal Descriptions provided as follows:

- a. None anticipated

V. Construction Engineering Services (Construction Administration and Resident Project Representative) and other Services during construction are NOT included.

End of Exhibit 1

EXHIBIT 2

COST AND SCHEDULE

1. ENGINEERING FEE

The lump sum cost scope of services in Exhibit 1 will be \$70,230.00. The work will be invoiced monthly based upon the percentage of the project scope that is completed.

2. ESTIMATED PROJECT SCHEDULE

CONSULTANT will begin performing services after receiving the notice to proceed from the CLIENT. Target schedule is outlined as follows:

Target Schedule:

Notice to Proceed

Field Check

Final Plans/Submit to KDHE

Advertise to Bid

Start of Professional Service

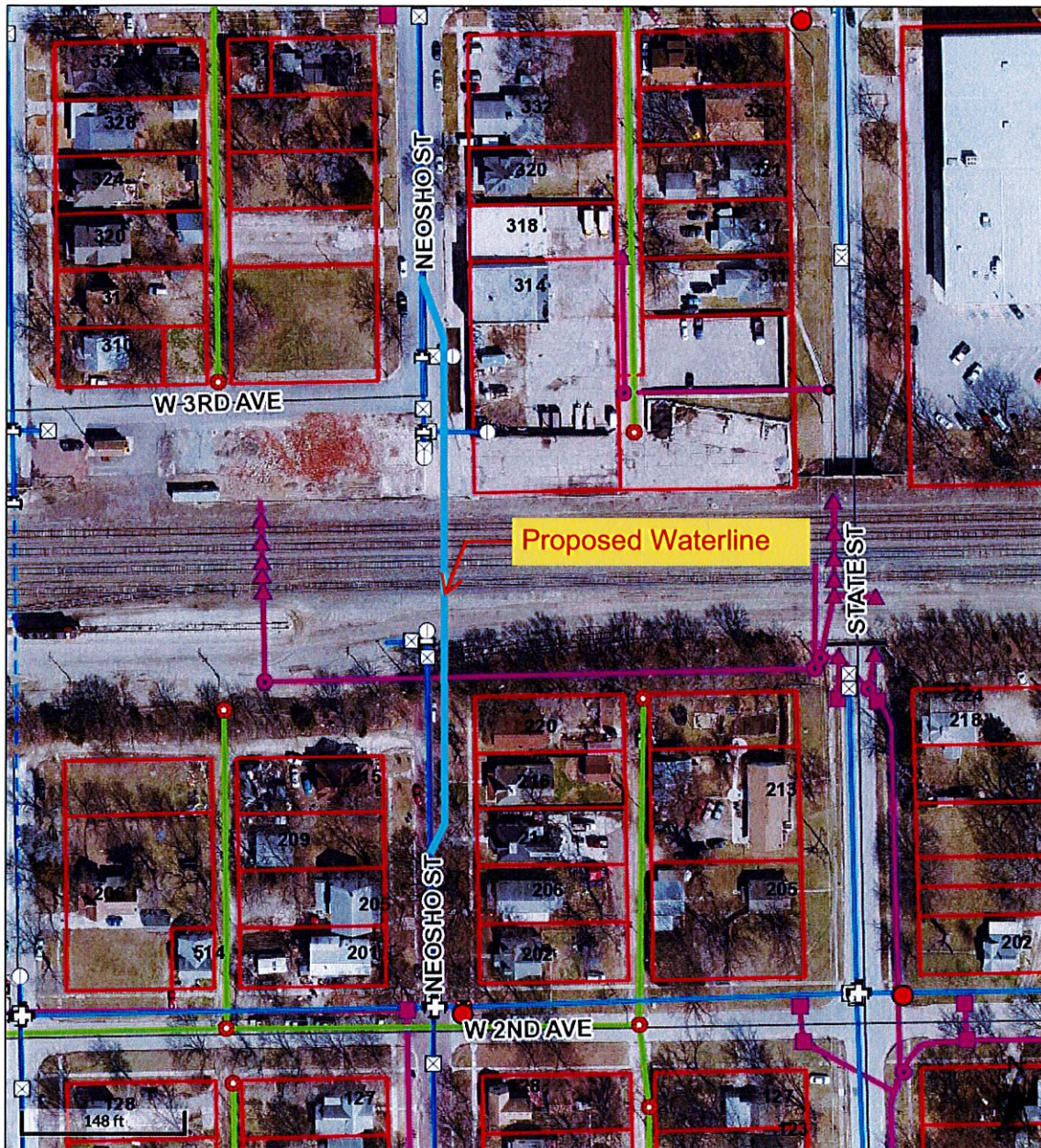
Five (5) months from NTP

Four (4) month from City Review of Field Check
upon KDHE review & approval

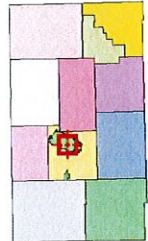
End of Exhibit 2

EXHIBIT 3
SPECIAL PROVISIONS

1. Kansas Department of Health and Environment SRF Contract Provisions for Consultant Contracts follows (attached):
 - a. State of Kansas Act Against Discrimination Contract Provision Certification Form
 - b. Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
 - c. Contract Provisions for Equal Opportunity
 - d. Contract Provisions for the Kansas Act Against Discrimination
 - e. Contract Provisions for Restriction on Lobbying
 - f. Contract Provisions for the Trafficking Victims Protection Act of 2000
 - g. Contract Provisions for Suspension and Debarment
 - h. Contract Provisions for Non Discrimination
 - i. Contract Provisions for Non Segregated Facilities
 2. BG Consultants 2022 Standard Hourly Rates
 3. BG Consultants, Inc. Certificate of Insurances
- End of Exhibit 3**

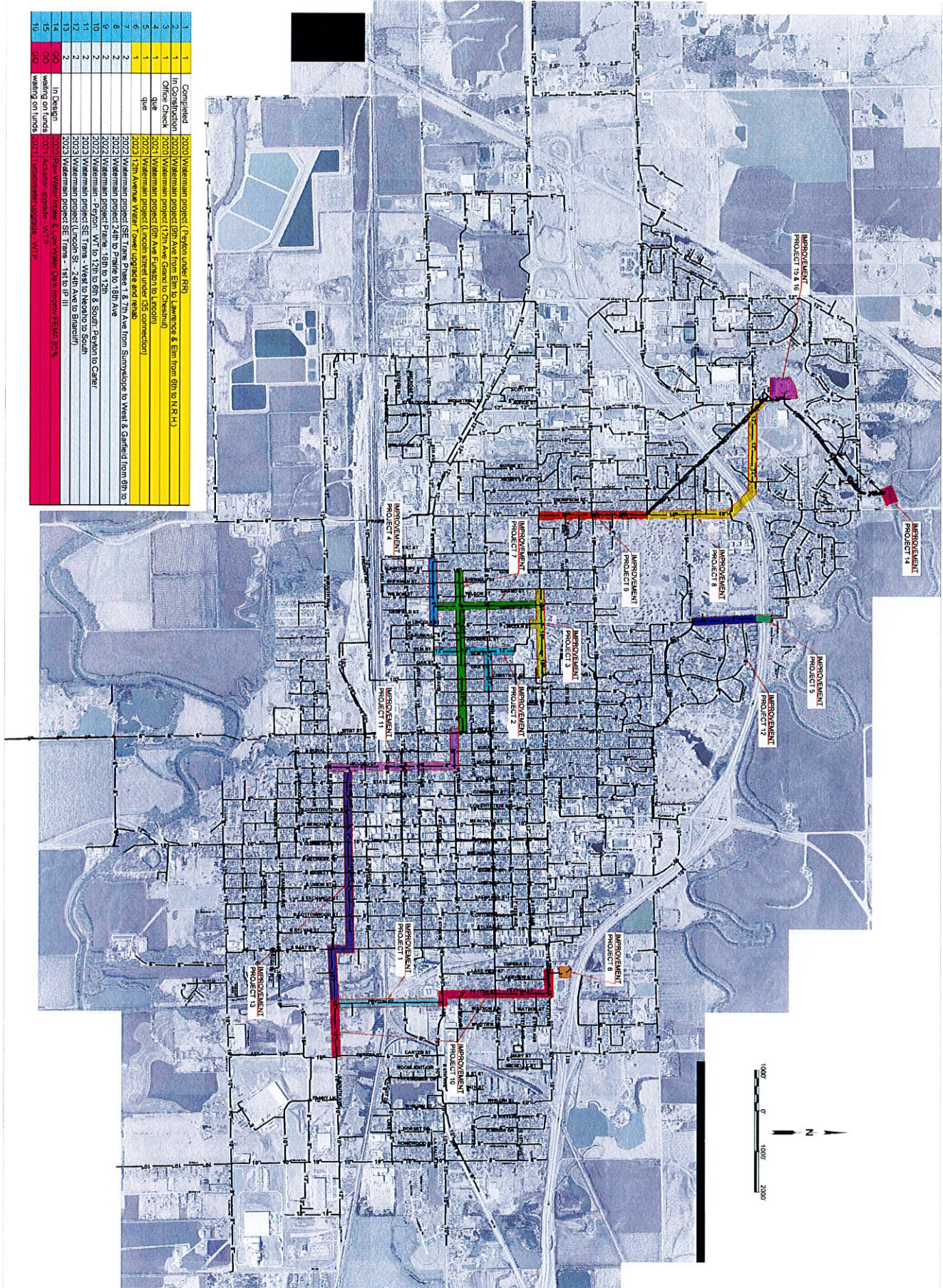


Overview



22-1216E Emporia - Neosho Street Water Main Improvements
Bore & Case Railroad Crossing (20" waterline)

4/25/22



KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY _____

KPWSLF NO. _____

CONTRACTOR'S
SIGNATURE _____

TITLE _____

DATE _____



KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

2022 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2022</u>
PRINCIPAL III	\$280.00
PRINCIPAL II	\$245.00
PRINCIPAL I	\$222.00
ENGINEER/ARCHITECT V	\$200.00
ENGINEER/ARCHITECT IV	\$177.00
ENGINEER/ARCHITECT III	\$167.00
ENGINEER/ARCHITECT II	\$156.00
ENGINEER/ARCHITECT I	\$135.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$140.00
TECHNICIAN III	\$124.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$99.50
TECHNICIAN	\$74.00

SENIOR CONSTRUCTION OBSERVER	\$140.00
CERTIFIED CONSTRUCTION OBSERVER	\$114.00
CONSTRUCTION OBSERVER	\$100.00
SENIOR PROJECT SURVEYOR	\$180.00
PROJECT SURVEYOR	\$150.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$110.00
FIELD SURVEYOR II	\$89.00
FIELD SURVEYOR I	\$76.00
CLERICAL II	\$74.00
CLERICAL I	\$59.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 - 2) For any Federal Wage and Hour Law nonexempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calvin Eddy Kappelman Insurance 1011 Westdale Rd. Lawrence KS 66049-2638	CONTACT NAME: Lora Howard PHONE (A/C, No, Ext): (785) 843-2772 FAX (A/C, No): (785) 843-1583 E-MAIL ADDRESS: lhoward@cekinsurance.com																					
INSURED BG Consultants, Inc. 4806 Vue Du Lac Place Manhattan KS 66503	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Twin City Fire In Company</td><td>29459</td></tr><tr><td>INSURER B:</td><td>Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C:</td><td>Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire In Company	29459	INSURER B:	Hartford Accident & Indemnity	22357	INSURER C:	Trumbull Insurance Company	27120	INSURER D:			INSURER E:			INSURER F:		
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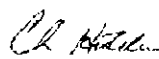
COVERAGES**CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			37SBABZ4463	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			37UECZT5678	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			37SBABZ4463	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		37WECAJ4RYX	11/30/2021	11/30/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Emporia PO Bos 928 111 E 6th Ave Emporia KS 66801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com														
INSURED BG Consultants, Inc. 4806 Vue Du Lac Manhattan, KS 66503	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr><tr><td>INSURER A: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Berkley Insurance Company	32603	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: Berkley Insurance Company	32603														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W21523916**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE POLICY LIMIT \$
A	Professional Liability		AEC 9045781-03	07/10/2021	11/30/2022	Per Claim \$3,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sample COI

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Commission Action Report

Title: May Financials & Building Permits
Proposed Agenda Date: June 15, 2021
Presented By: Trey Cocking, City Manager

BACKGROUND:

This is a time for general information regarding the month of May 2022 to the community.

DISCUSSION:

1) Monthly Local Retail Sales Tax Receipts Update

	2021	2022	
	\$504,084.44	\$518,463.02	Increase of \$14,378.58 for the month, and
YTD	\$ 2,187,040.07	\$ 2,413,236.07	Overall increase of 10.34% from year 2021

2) City Share from County Tax

	2021	2022	
	\$254,398.59	\$259,081.65	Increase of \$4,683.06 for the month, and
YTD	\$1,106,185.88	\$ 1,229,809.22	Overall increase of 11.18% from year 2021

3) **Building Permits issued from 5/1/2022 to 5/31/2022 for new construction, remodeling/repairs, and demolition.**

Total number of building permits issued through Code Services:	168
Total of valuations associated with those building permits:	\$20,843,948.00
Total number of dollars collected for Building Permit Fees:	\$ 61,080.00

Construct - single family dwellings	0
Demo - single family dwellings	1

Flint Hills Mall CID for May 2022	\$ 18,378.36
Year to Date Total	\$ 79,596.53

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A



DATE: June 10, 2022
TO: City Commissioners
FROM: Janet Harrouff *JH*
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the five-month period ended May 31, 2022, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$151,253 higher than YTD budget

Taxes: \$533,120 higher than YTD budget

Sales Tax - \$252,286 higher

County Wide sales tax - \$136,849 higher

Franchise tax - \$154,604 higher

Licenses & Permits: \$121,158 higher than YTD

Building Permits - \$110,682 higher

Charges for Services: \$227,666 lower than YTD budget

Ambulance - \$353,539 lower

Golf - \$64,141 higher

Concessions - \$23,678 higher

Airport Fuel - \$33,547 higher

Expense

Maintenance & Repair: \$90,994 under YTD budget

Equipment - \$51,569 lower

Building - \$43,446 higher

Vehicles - \$47,640 lower

Software - \$20,182 lower

Other Charges: \$167,496 under YTD budget

Insurance - \$27,969 lower

City share of Pavilion sales tax - \$3,846 lower

Medical Expense - \$13,054 lower

Inter Department charge - \$68,601 lower

Public Education - \$4,967 lower
Shop Labor - \$23,315 lower
Employee Appreciation - \$4,651 lower
Dues & Subscription - \$3,725 lower

Total revenues for the five-month period ended May 31, 2022, were \$666,933 over the YTD budget while expenses were \$824,737 under the YTD Budget. Therefore, the General Fund experienced operating results of \$1,491,670 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the five-month period ended May 31, 2022. The significant budget variations have been explained below.

Revenue

Sale of Water: \$184,554 under YTD budget.

Expense

Commodities: \$193,481 lower than YTD Budget due to Chemical PO's not being issued yet

Capital Outlay: \$453,040 lower than YTD budget due to not all items being purchased yet

Contractual Services: \$112,236 higher than YTD budget

Contractual Services \$118,576 higher

Profession Services \$12,835 higher

New Services \$12,407 lower

Equipment Rentals \$10,644 lower

Total revenues for the five-month period ended May 31, 2022, were \$171,903 lower the YTD budget while expenses were \$908,466 lower the YTD Budget. Therefore, the Water Fund experienced operating results of \$736,563 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the five-month period ended May 31, 2022. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$107,729 higher than YTD budget

Extra Strength Surcharge: \$23,605 higher than YTD budget

Expenses

Maintenance & Repair: \$400,511 higher than YTD budget

Sewer Mains \$315,206 higher

Equipment \$84,434 higher

Capital Outlay: \$445,994 lower due to not all capital has been purchased.

Total revenues for the five-month period ended May 31, 2022, were \$139,638 higher the YTD budget while expenses were \$202,332 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$62,694 less favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the five-month period ended May 31, 2022. The significant budget variations have been explained below.

Revenue

Collection fees: \$50,739 higher than YTD budget

Resale of Recyclables: \$71,071 higher than YTD budget

Rolloff: \$90,785 higher than YTD budget

Landfill fees: \$16,884 lower than YTD budget

Expenses

Capital Outlay \$409,909 lower than YTD budget due to items not purchased yet

Contractual Services \$55,972 lower than YTD budget:

 Solid Waste Hauling Fee: \$74,268 lower

 Contractual Services: \$20,926 higher

 Professional Services: \$4,998 lower

Total revenues for the five-month period ended May 31, 2022, were \$196,893 higher the YTD budget while expenses were \$491,599 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$688,492 more favorable than the YTD Budget.

Two additional charts have been included. One chart shows the unencumbered cash balance in all funds broken into type of funds. The other chart compares the YTD budget with the unencumbered cash balance in all funds broken into type of fund.

GENERAL FUND

as of May 31, 2022

GENERAL FUND

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,369,817	4,515,233	4,515,233	4,797,521	4,797,521
REVENUE					
Ad Valorem Property Tax	4,722,275	4,979,844	2,853,844	3,005,097	(151,253)
Taxes	11,463,854	11,022,480	4,395,195	4,928,315	(533,120)
Intergovernmental Taxes	272,554	244,660	117,687	179,582	(61,895)
Licenses & Permits	291,189	215,900	89,960	211,118	(121,158)
Charges for Services	2,130,562	2,627,418	1,077,525	849,859	227,666
Fines & Fees	508,360	550,800	214,500	186,067	28,433
Use of Property and Money	144,759	154,024	64,170	61,002	3,168
Reimbursements	218,280	160,087	64,200	68,207	(4,007)
Misc. Rev - Administrative Transfers	2,825,943	2,533,894	1,055,780	1,062,446	(6,666)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	45,240	4,700	1,960	60	1,900
Nonoperating Revenues	27,597	0		50,000	(50,000)
TOTAL RECEIPTS	22,650,613	22,493,807	9,934,821	10,601,754	(666,933)
EXPENDITURES					
Personnel Services	12,695,664	14,013,680	5,427,685	4,961,005	466,680
Vacancy Rate		(258,532)	0		0
Maintenance & Repair	720,136	935,804	389,925	298,931	90,994
Commodities	1,255,899	1,500,190	642,185	676,249	(34,064)
Other Charges	408,628	882,718	359,400	191,904	167,496
Capital Outlay	334,083	518,300	518,300	150,598	367,702
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	385,415	385,415	0
Transfer to Multi Year Fund	2,953,164	2,623,107	1,092,960	1,231,877	(138,917)
Transfer to Project accounts	1,640,729	40,000	16,670	92,785	(76,115)
Transfer to B&I for Hanger payment	0	0	0	0	0
Utilities	561,222	502,050	209,185	198,525	10,660
Communications	96,294	124,731	51,989	53,568	(1,578)
Training and Travel	145,922	219,250	91,355	83,070	8,285
Jail Expenses	34,520	75,000	31,250	27,960	3,290
Other Contractual	821,776	925,939	382,055	421,751	(39,696)
Excess Carryover		0	0		0
Outstanding PO's	(155,880)				
TOTAL EXPENDITURES	22,437,157	23,027,237	9,598,374	8,773,637	824,737
Revenue less expenses	213,456	(533,430)	336,447	1,828,117	(1,491,670)
Cash Basis Adjustments/Non-appropriated Balance	214,248	0	0	(24,226)	
Ending Cash Balance	4,797,521	3,981,803	4,851,680	6,601,412	
Base for Reserve calculation	16,584,181	18,920,830	7,585,029	6,912,963	
15% Reserve	2,487,627	2,838,125	1,137,754	1,036,944	
Amount over 15% Reserve	2,309,894	1,143,679	3,713,925	5,564,468	

Multi Year Fund

May 31, 2022

Printed 6/10/22

	Purchase Order	Expenses	2022 Actual	2022 Budget/Estimated
Beginning unencumbered balance			3,582,386.79	1,015,631.00
REVENUE				
		Sales Tax Proceeds from General Fund	1,231,876.66	2,623,107.00
		Interest	1,311.87	1,000.00
		Tax Credits		0.00
		Accounts Receivable		0.00
Total Revenue			1,233,188.53	2,624,107.00
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership	0.00	600,000.00
	102-0101-400.0801	Land Bank land purchase & PEP	100,000.00	100,000.00
	102-0101-400.0505	ADA Sidewalks	0.00	50,000.00
	102-0101-400.0265	Miscellaneous storm water repairs	0.00	208,276.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	0.00	14,809.97
SW1303	102-0101-400.0505	Holiday Drive Storm Water	0.00	165,500.00
	102-0101-400.0265	E 12th Ave & RR storm water	0.00	50,000.00
FS2101	102-0301-400.0502	Replace HVAC in Admin & Dorms St #2 & Jace C	0.00	167,874.48
	102-0301-400.0502	Kitchen Remodel at Fire Station 2	0.00	108,007.45
	102-0301-400.0502	Overhead Door Replacement Station 2	0.00	28,000.00
	102-0601-400.0257	2022 Hazardous Sidewalk	0.00	12,000.00
AL2101	102-0601-400.1516	Alley East of Lyon County State Bank 800 Block	52,046.17	54,337.18
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	0.00	100,000.00
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	3,949.89	2,231.98
SK2102	102-0601-400.1516	9th Ave Anderson to Burn to Fairgrounds	0.00	758,963.93
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic arts to Haicher	0.00	70,000.00
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton	19,350.00	28,307.22
		Sidewalk 12th & Burlingame	1,347.32	55,000.00
		Sidewalk 24th Ave along Jones Park	0.00	25,000.00
	102-0601-400.1516	Handicap curb cuts	0.00	40,500.00
PV2201	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	0.00	25,000.00
PV2203	102-0601-400.1516	2022 Street Rehab	2,293.85	50,000.00
	102-0601-400.1516	Road 180 (W edge of Every to Road F5)	0.00	405,000.00
	102-0601-400.1516	Road F Utilities & Easements	6,560.19	850,000.00
	102-0601-400.1516	Weaver Street Resurfacing (6th Ave to US-50 Hwy)	0.00	300,000.00
	102-0601-400.1516	6th & Prairie intersection Improvements	0.00	0.00
	102-0601-400.1516	Misc Street Repairs	0.00	0.00
PV2202	102-0601-400.1516	15th Ave Substation barrier wall	60,000.00	60,000.00
	102-0601-400.0505	Slurry/chip Seal	0.00	100,000.00
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	15,327.00	36,000.00
GC1701	102-0701-400.0505	Master plan design of golf course, range, bldg	0.00	200,000.00
	102-0803-400.0505	JAC replace sand in filters	43,215.00	90,000.00
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	0.00	12,250.00
ZO2102	102-0806-400.0502	Parking Lot at Zoo	0.00	20,000.00
	102-0806-400.0505	Bus parking at zoo	947.28	163,560.89
	102-0806-400.0502	Hoof Stock Sheds	0.00	20,000.00
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs	0.00	50,000.00
	102-0901-400.0502	618 Mechanic Roof	0.00	54,000.00
CV2001	102-0901-400.0505	Elevator controls—Roof Caps	0.00	60,000.00
	102-0901-400.0502	Replace Steam Lines & update HVAC	36,600.00	36,600.00
CV2201	102-0901-400.0502	Civic Fire Alarm Card update 2nd half	0.00	50,000.00
	102-0901-400.0502	2022 Replace Steam Lines	58,053.00	60,000.00
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements	0.00	85,000.00
	102-0901-400.0502	Replace Irrigation system	0.00	300,000.00
	102-0901-400.0502	Walk-in Cooler in Room 222	0.00	30,000.00
	102-0901-400.0502	Replace Windows in Auditorium	0.00	25,000.00
CV2202	102-0901-400.0502	Elevator Controls	0.00	26,000.00
CV1901	102-0901-400.0502	ADA Improvements Police & Water Dept	0.00	175,000.00
CV2102	102-0901-400.0505	Carriage Library Study	12,757.18	45,288.71
	102-0902-400.0505	ADA improvements Library doors & ADA openers	1,000.00	7,300.00
	102-0902-400.0505	Replace Irrigation system	9,500.00	10,000.00
	102-0902-400.0502	HVAC updates	0.00	10,000.00
	102-1401-400.0505	Runway Extension 51" Design (KDOT 90%)	0.00	15,000.00
	102-1401-400.0505	Wildlife Site Visit & Study (FAA 90%)	0.00	8,150.00
AR2101	102-1401-400.0801	Airport Edge lighting & guidance signs	0.00	3,000.00
EXPENDITURES	273,136.13	473,889.67	747,025.80	5,953,251.15
Ending Unencumbered Cash balance			4,068,549.52	253,242.64
2022 budgeted projects			4,068,549.52	0.00

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
EMS	\$43,000	42,487	Monitor/Defibrillator
EMS	\$30,000		EMS Pickup (2006)
EMS	\$46,000		Replace Power Cots
Fire	\$30,000		Battery Powered Hydraulic Extrication Tools
Fire	\$40,500		Breathing Air Compressor - Station 2
Code Services	\$35,000		Pick up or Car (2000)
Park	\$55,000		1 ton Dump Bed pickup (1994)
Shop	\$8,000	\$6,579.20	OBD 2 Scan Tool
Police	\$25,000		2 Mobile data terminals & 2 Video Cameras
Police	\$14,000		8 Tasers
Police	\$25,000	\$14,950.00	10 Body Cameras
Police	\$16,800		Firewall (Our Share)
Police	\$120,000		2 Patrol Vehicles

City of Emporia, Kansas

Library Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Original Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$832,333	\$892,992	\$540,000	\$524,845	\$15,155
Back Tax Collection	\$14,757	\$15,000	\$5,000	\$14,226	(\$9,226)
Motor Vehicle Tax	\$99,565	\$94,818	\$14,000	\$10,067	\$3,933
Recreational Vehicle Tax	\$1,142	\$1,038	\$200	\$71	\$129
AdValorem Tax Reduction	(\$10,017)	(\$9,500)	(\$5,300)	(\$4,529)	(\$771)
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$937,779	\$994,348	\$553,900	\$544,680	\$9,220
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$937,779	\$994,348	\$553,900	\$544,680	\$9,220
TOTAL EXPENDITURES	\$937,779	\$994,348	\$553,900	\$544,680	\$9,220
Ending Cash Balance	\$0	\$0	\$0	\$0	(\$0)

City of Emporia, Kansas

Convention & Tourism Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$531,611	\$606,062	\$606,062	\$661,992	\$0
REVENUE					
Transient Guest Tax	\$634,077	\$620,000	\$330,000	\$328,671	\$1,329
Interest on Investment	\$300	\$200	\$85	\$184	(\$99)
Fence rental	\$8,128	\$7,000	\$2,915	\$2,649	\$267
Return of amount over allowed reserve					\$0
Repayment of extra funds - Chamber				\$50,630	(\$50,630)
Accounts Receivable - fence rental	\$0			(\$1,060)	\$1,060
TOTAL RECEIPTS	\$642,506	\$627,200	\$333,000	\$381,073	(\$48,073)
EXPENDITURES					
CVB Appropriation	\$273,750	\$365,000	\$295,000	\$328,671	(\$33,671)
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$0	\$0	\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$5,625	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$37,500	\$56,250	\$56,250	\$56,250	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$7,500	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$15,000	\$20,000	\$20,000	\$20,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$25,000	\$25,000	\$25,000	\$15,000	\$10,000
DIDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$10,000	\$20,000	\$0	\$0	\$0
Dynamic Discs					\$0
Fence Purchase					\$0
Miscellaneous	\$12,750	\$0		\$5,170	(\$5,170)
Special Projects		\$609,512	\$0		\$0
Outstanding PO's	\$12,870			\$7,700	
TOTAL EXPENDITURES	\$524,995	\$1,238,262	\$508,750	\$545,291	(\$28,841)
Ending Cash Balance	\$649,122	(\$5,000)	\$430,312	\$497,775	(\$19,233)
Transient Guest Tax Receipts	2018	2019	2020	2021	2022
1ST QUARTER-JANUARY	\$149,499.38	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75
2ND QUARTER-APRIL	\$127,440.51	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80
3RD QUARTER-JULY	\$213,098.04	\$207,494.60	\$80,649.41	\$192,642.58	
4TH QUARTER-OCTOBER	\$200,537.74	\$207,822.11	\$151,949.08	\$200,102.99	
TOTAL.	\$690,575.67	\$713,538.10	\$558,700.30	\$634,077.46	\$328,670.55

City of Emporia, Kansas

Industrial Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	18,767	19,899	19,899	19,923	0
REVENUE					
Ad Valorem Property Tax	999	1,000	550	631	(81)
Back Tax Collections	19	21	6	18	(12)
Motor Vehicle Tax	139	114	26	13	13
Ad Valorem Tax Reduction	(12)	(16)	(6)	(5)	(1)
Interest on Investment	11	12	5	7	(2)
Miscellaneous					
TOTAL RECEIPTS	1,156	1,131	581	663	(82)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	99		99
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,845			0
TOTAL EXPENDITURES	0	21,030	99	0	99
Ending Cash Balance	19,923	0	20,381	20,586	(181)

City of Emporia, Kansas

Industrial Development Sales Tax

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$442,855	\$253,102	\$253,102	\$247,080	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$385,415	\$385,415	\$0
Interest Income	\$231	\$250	\$105	\$21	\$84
Money for Land Purchases	\$1,000,000	\$0		\$0	\$0
REG Repayment		\$0			\$0
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$1,925,231	\$925,250	\$385,520	\$385,436	\$84
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$175,000	\$175,000	\$0
Emporia Enterprises	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Miscellaneous	\$99	\$0		\$0	\$0
Land Purchase for Industr	\$200,000	\$0	\$0	\$0	\$0
Land Purchase	\$1,000,000	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0			\$0
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
REG Demolition	\$195,906	\$0	\$0	\$0	\$0
Water Valves					\$0
Special Projects		\$453,352	\$0	\$120,944	(\$120,944)
Total Expenses	\$2,121,005	\$1,178,352	\$550,000	\$670,944	(\$120,944)
Ending Cash Balance	\$247,080	\$0	\$88,622	-\$38,428	\$121,028

City of Emporia, Kansas

Special Alcohol Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	73,443	77,967	77,967	89,340	0
REVENUE					
Private Club Liquor Tax	86,358	80,000	20,000	23,976	(3,976)
Interest on Investment	40	25	10	26	(16)
TOTAL RECEIPTS	86,397	80,025	20,010	24,002	(3,992)
EXPENDITURES					
Appropriations	70,500	86,750	21,687	26,750	(5,063)
Special Projects		71,242	0		0
TOTAL EXPENDITURES	70,500	157,992	21,687	26,750	(5,063)
Ending Cash Balance	89,340	0	76,290	86,592	1,071

	Receive in 2018	Receive in 2019	Receive in 2020	Receive in 2021	Receive in 2022
Appropriations					
Cross Winds	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
Corner House	\$75,000.00	\$55,000.00	\$65,000.00	\$48,750.00	\$65,000.00
Emporia State University	\$5,400.00	\$5,400.00	\$9,000.00	\$6,750.00	\$6,750.00
Emporia State University USD #253		\$6,500.00	\$0.00	\$0.00	
Total	\$100,400.00	\$86,900.00	\$94,000.00	\$70,500.00	\$86,750.00

Receipts	2018	2019	2020	2021	2022
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09
2ND QUARTER - JUNE	\$26,757.14	\$22,937.76	\$21,611.91	\$18,634.04	
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.01	\$25,844.73	
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.52	\$14,069.40	\$24,664.21	
TOTAL	\$92,876.19	\$102,449.83	\$66,237.79	\$86,357.76	\$23,976.09

City of Emporia, Kansas

Special Park Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$117,929	\$132,234	\$132,234	\$188,630	\$0
REVENUE					
Private Club Liquor Tax	\$86,358	\$80,000	\$20,000	\$23,976	(\$3,976)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$4,266	\$0		\$0	\$0
Interest on Investment	\$77	\$40	\$15	\$62	(\$47)
TOTAL RECEIPTS	\$90,701	\$80,040	\$20,015	\$24,038	(\$4,023)
EXPENDITURES					
Capital Outlay	\$60,513	\$82,500	\$82,500	\$14,638	\$67,862
Municipal Band Allocation		\$10,000	\$10,000	\$10,000	\$0
Miscellaneous					\$0
Commodities		\$0		\$14,330	(\$14,330)
Contractual Services	\$20,000	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account					\$0
Outstanding PO's	-\$60,513			\$60,513	
Special Projects		\$119,774	\$0		\$0
TOTAL EXPENDITURES	\$20,000	\$212,274	\$92,500	\$99,481	\$53,532
Ending Cash Balance	\$188,630	\$0	\$59,749	\$113,186	(\$57,555)
Receipts	2018	2019	2020	2021	2022
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10
2ND QUARTER - JUNE	\$26,757.13	\$22,937.76	\$22,611.90	\$18,634.04	
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.00	\$25,844.73	
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.53	\$14,069.39	\$24,664.03	
TOTAL	\$92,876.18	\$102,449.84	\$67,237.76	\$86,357.57	\$23,976.10

Capital Items	Budget Amount	Purchase Price	
Park	\$70,000.00	\$0.00	11 Foot Rotary Mower (2012)
	70,000.00	0.00	

City of Emporia, Kansas

Special Street Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	546,748	496,206	496,206	533,845	
REVENUE					
Gasoline Tax	712,575	632,540	320,000	324,664	(4,664)
Special City-County Tax	85,230	74,826	18,000	18,806	(806)
Damages	9,118	0		13,009	(13,009)
Interest on Investment	341	200	85	181	(96)
Transfer of Funds		0			0
Sale of Salvage	294			33	(33)
Miscellaneous	8,072	0		0	0
TOTAL RECEIPTS	815,630	707,566	338,085	356,693	(18,608)
EXPENDITURES					
Personnel Services	562,723	509,116	197,550	235,447	(37,897)
Vacancy		(9,583)			0
Maintenance & Repair	64,508	86,240	35,935	38,250	(2,315)
Commodities	96,866	120,250	50,100	51,570	(1,470)
Other Charges	38,711	45,600	31,250	30,064	1,186
Capital Outlay		0			0
Transfer of Funds	15,403	0		0	0
Utilities	22,042	30,050	12,520	14,805	(2,285)
Communications	1,584	2,200	915	868	47
Training & Travel	2,567	4,300	1,790	6,160	(4,370)
Contractual Services	29,585	37,300	15,540	21,788	(6,248)
Special Projects	0	378,299	0	0	0
Audit Adjustments	(287)			(213)	213
Outstanding PO's	(5,169)			5,169	(5,169)
TOTAL EXPENDITURES	828,533	1,203,772	345,600	403,909	(58,309)
Net Change in Cash	(12,903)	(496,206)	(7,515)	(47,216)	
Ending Cash Balance	533,845	0	488,691	486,629	
Receipts	2018	2019	2020	2021	2022
1st Quarter - Jan Payment	\$169,274.62	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74
2nd Quarter - April Payment	\$156,526.16	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42
Extra Payment- June				\$54,671.53	
3rd Quarter - July Payment	\$171,880.23	\$170,138.12	\$140,178.69	\$172,643.49	
4th Quarter - Oct Payment	\$176,248.57	\$177,741.69	\$164,712.37	\$174,419.30	
Total	\$673,929.58	\$677,776.22	\$642,215.39	\$712,574.60	\$324,664.16

Capital Item Budget Amount Purchase Price

City of Emporia, Kansas

Drug Forfeiture Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$68,301	\$72,327	\$72,327	\$69,300	
REVENUE					
Receipts from Drug Forfeitures	\$4,115	\$5,000	\$2,085	\$31,243	(29,158)
Interest on Investment	\$41	\$25	\$10	\$28	(18)
Miscellaneous					
TOTAL RECEIPTS	\$4,156	\$5,025	\$2,095	\$31,271	(29,176)
EXPENDITURES					
Commodities	\$26,075	\$5,000	\$1,251	\$46,527	(45,276)
Capital Outlay		\$0			-
Communications	\$345	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$3,459	(3,459)
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	-\$23,264			\$0	
Special Projects		\$72,352	\$0		
TOTAL EXPENDITURES	\$3,157	\$77,352	\$1,251	\$49,986	(48,735)
Ending Cash Balance	\$69,300	\$0	\$73,171	\$50,586	

City of Emporia, Kansas

Bond & Interest Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$883,335	\$1,328,355	\$1,328,355	\$1,340,015	\$0
REVENUE					
Ad Valorem Property Tax	\$1,666,109	\$1,787,969	\$985,000	\$1,050,742	(65,742)
Back Tax Collection	\$30,394	\$40,000	\$12,000	\$28,778	(16,778)
Special Assessments	\$115,984	\$78,252	\$57,000	\$52,452	4,548
Motor Vehicle Tax	\$207,641	\$191,884	\$30,200	\$20,524	9,676
Ad Valorem Tax Reduction	-\$20,142	-\$20,000	-\$12,000	-\$9,066	(2,934)
Interest on Investment	\$951	\$700	\$290	\$769	(479)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvem	\$49,050	\$47,700	\$1,350	\$1,350	0
Recreation Center - Fitness Room	\$50,220	\$50,960	\$3,480	\$3,480	0
Industrial Land Payment - Ind Sales Tax		\$0			0
Sale of Bonds		\$0			0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous		\$0			0
Transfer of Funds from Project Accounts		\$0			0
TOTAL RECEIPTS	\$2,100,206	\$2,177,465	\$1,077,320	\$1,149,029	
EXPENDITURES					
Principal	\$1,410,000	\$1,758,506	\$0		0
Interest Coupons	\$233,526	\$204,500	\$102,250	\$102,250	0
Transfer of funds					
Misc projects		\$1,542,814	\$0		
TOTAL EXPENDITURES	\$1,643,526	\$3,505,820	\$102,250	\$102,250	0
Ending Cash Balance	\$1,340,015	\$0	\$2,303,425	\$2,386,794	

City of Emporia, Kansas

Water Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,814,941	3,246,622	1,676,012	3,772,707	0
REVENUE					
Sale of Water	7,009,923	6,588,000	2,745,000	2,560,446	184,554
Service Charge	113,879	100,000	41,665	42,595	(930)
Penalties	90,357	85,000	35,415	40,571	(5,156)
Sale of Salvage		0			0
Reimbursed Expense	24,076	2,000	835	4,952	(4,117)
Interest on Investment	2,176	1,300	685	1,486	(801)
Sale of Bonds		0			0
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project Fund	911,242			0	0
Non Operating Revenue	0	0		0	0
Miscellaneous	1,123	1,350	415	2,062	(1,647)
TOTAL RECEIPTS	<u>8,502,776</u>	<u>7,127,650</u>	<u>3,174,015</u>	<u>3,002,112</u>	<u>171,903</u>
EXPENDITURES					
Personnel Services	934,160	935,665	361,500	361,708	(208)
Vacancy		(20,384)			0
Maintenance & Repair	832,416	644,550	243,820	324,734	(80,914)
Commodities	1,151,039	903,000	842,925	649,444	193,481
Other Charges	179,576	217,070	103,070	15,248	87,822
Capital Outlay	107,207	555,000	555,000	101,960	453,040
Debt Payment	1,481,772	2,464,403	2,269,718	2,181,342	88,376
Stock	672	5,000	2,085	1,862	223
Transfer to Project Account	953,933	0		3,800	(3,800)
Utilities	530,136	502,850	209,520	230,584	(21,064)
Communications	28,434	45,100	18,795	13,757	5,039
Travel & Training	11,606	13,450	5,605	7,971	(2,366)
Contractual Services	624,152	585,700	313,955	426,191	(112,236)
Administrative Fee 16%, 17%	1,155,328	1,083,680	451,535	422,978	28,557
Excess Carryover		0			
Change in Liabilities	41,910	0		(272,515)	272,515
Outstanding PO's	(487,328)				
TOTAL EXPENDITURES	<u>7,545,010</u>	<u>7,935,084</u>	<u>5,377,528</u>	<u>4,469,062</u>	<u>908,466</u>
NET CHANGE IN CASH	957,767	(807,434)	(2,203,513)	(1,466,950)	(736,563)
ENDING CASH BALANCE	3,772,707	2,439,188	(527,501)	2,305,757	
Principal Bond Payments	(1,155,000)	(2,005,283)	(2,005,283)	(2,005,283)	
Depreciation	1,399,907	1,365,000	568,750	601,584	
Capitalized Assets	(4,498,277)	(555,000)	0	59,525	
Liabilities					
ADJUSTMENTS	<u>(4,253,370)</u>	<u>(1,195,283)</u>	<u>(1,436,533)</u>	<u>(1,344,174)</u>	
Base for reserve calculation	6,483,871	7,380,084	4,822,528	4,363,302	
20% reserve amount	1,296,774	1,476,017	964,506	872,660	
Amount over 20% reserve	2,475,933	963,171	(1,492,007)	1,433,096	

City of Emporia, Kansas

Wastewater Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,616,764	2,302,873	2,010,106	2,659,608	
REVENUE					
Sales/Charges	5,604,381	5,530,808	2,304,500	2,412,229	(107,729)
Extra Strength Surcharge	123,584	75,900	31,620	55,225	(23,605)
Interest on Investment	1,708	1,000	415	935	(520)
New System taps	1,300	1,000	415	0	827
Loss on sales of assets	0			0	
Trf to projects	349,769	0		0	0
Sale of Bonds					0
Miscellaneous	39,990	1,000	415	9,026	(8,611)
TOTAL RECEIPTS	6,120,732	5,609,708	2,337,365	2,477,414	(139,638)
EXPENDITURES					
Personnel Services	843,199	939,942	364,150	377,758	(13,608)
Vacancy	0	(16,218)		0	0
Maintenance & Repair	411,842	298,250	124,275	524,786	(400,511)
Commodities	216,784	156,000	123,330	186,442	(63,112)
Other Charges	153,916	185,100	120,300	126,618	(6,318)
Capital Outlay	56,245	480,000	480,000	34,006	445,994
Debt Payment	2,562,638	2,830,993	2,254,890	2,238,926	15,964
Transfer to Project fund	617,004	0	0	0	0
Utilities	549,126	521,500	217,290	238,463	(21,173)
Communications	22,222	28,350	6,815	10,402	(3,587)
Travel & Training	4,069	6,600	2,750	3,946	(1,196)
Contractual Services	300,226	267,450	107,760	118,674	(10,914)
Administrative Fee 16%, 17%	610,000	610,000	254,165	254,166	(1)
Excess Carryover		0	0		
Change in Liabilities	(14,035)	0		143,870	(143,870)
Outstanding PO's	(255,350)				
TOTAL EXPENDITURES	6,077,888	6,307,967	4,055,725	4,258,057	(202,332)
NET CHANGE IN CASH	42,844	(698,259)	(1,718,360)	(1,780,643)	62,694
ENDING CASH BALANCE	2,659,608	1,604,614	291,746	878,965	
Depreciation	2,014,563	2,035,205	848,005	869,840	
Principal Bond Payments	(1,981,720)	(1,945,299)	(1,945,299)	(1,945,299)	
Capitalized Assets	(429,599)	(195,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(396,756)	(105,094)	(1,097,294)	(1,075,459)	
Base for reserve calculation	5,404,638	5,827,967	3,575,725	4,224,051	
20% Cash Reserve amount	1,080,928	1,165,593	715,145	844,810	
Amount over 20% Cash Reserve	1,578,680	439,021	(423,399)	34,155	

City of Emporia, Kansas

Solid Waste Fund

as of May 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - May Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,853,256	3,428,906	2,441,855	4,084,553	
REVENUE					
Refuse Collection Fees	2,964,876	2,850,000	1,187,500	1,238,239	(50,739)
Loss on Sale of Assets		0			0
Interest on Investments	2,276	1,500	625	1,427	(802)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	181,252	70,000	29,165	100,236	(71,071)
Box Container Fees	1,936,847	1,700,713	708,630	799,415	(90,785)
Landfill Fees	537,818	515,000	214,585	197,701	16,884
Transfers		0			0
Miscellaneous	18,999	4,768	210	589	(379)
TOTAL RECEIPTS	5,642,068	5,141,981	2,140,715	2,337,608	(196,893)
EXPENDITURES					
Personnel Services	1,867,236	1,951,426	757,245	741,813	15,432
Vacancy		(37,124)			0
Maintenance & Repair	283,017	268,500	111,870	97,834	14,036
Commodities	324,094	279,500	116,475	172,980	(56,505)
Other Charges	133,708	195,230	93,770	42,735	51,035
Capital Outlay	481,908	648,250	648,250	238,341	409,909
Utilities	41,521	49,850	20,765	24,968	(4,203)
Communications	37,874	41,500	17,290	21,197	(3,907)
Transfer to project		0			0
Travel & Training	1,607	8,750	3,650	1,582	2,068
Contractual Services	1,453,031	1,743,600	722,835	666,863	55,972
Administrative Fee 16%, 17%	870,040	810,514	337,715	357,661	(19,946)
Excess Carryover		0			
Change in Liabilities	(11,658)	0		(27,708)	27,708
Outstanding PO's	(71,606)				
TOTAL EXPENDITURES	5,410,771	5,959,996	2,829,865	2,338,266	491,599
NET CHANGE IN CASH	231,297	(818,015)	(689,150)	(658)	(688,492)
ENDING CASH BALANCE	4,084,553	2,610,891	1,752,705	4,083,894	
ADJUSTMENTS					
Principal Payments	0	0	0	0	
Depreciation	392,526	375,000	156,250	181,250	
Capitalized Assets	(467,157)	(618,250)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(74,630)	(243,250)	156,250	181,250	
Base for reserve calculation	4,928,864	5,311,746	2,181,615	2,099,926	
20% cash reserve amount	985,773	1,062,349	436,323	419,985	
Amount over 20% Cash Reserv	3,098,780	1,548,542	1,316,382	3,663,909	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of May 31, 2022
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W/ ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
COMMISSION/MANAGER/CLERK	4,282,246	479,749.21	3,802,497	11%	19.19%	8,439,776	8,891,677	1,226,967
FINANCE/HUMAN RESOURCES	441,186	139,081.64	302,104	32%	1.98%	1,619,976	1,706,716	36,736
INFORMATION SYSTEMS	333,501	152,094.89	181,406	46%	1.49%	166,901	175,837	(19,176)
POLICE PROTECTION	4,353,087	1,486,604.10	2,866,483	34%	19.51%	1,646,775	1,734,951	248,346
ANIMAL CONTROL	207,248	79,737.90	127,510	38%	0.93%	78,402	82,600	2,862
FIRE PROTECTION	2,923,943	1,057,312.80	1,866,630	36%	13.11%	1,106,129	1,165,356	108,043
AMBULANCE SERVICE	3,357,400	1,135,808.71	2,221,591	34%	15.05%	1,270,106	1,338,113	202,304
CODE SERVICES	465,806	190,698.61	275,107	41%	2.09%	176,215	185,650	(5,049)
COMMUNITY DEVELOPMENT	362,938	137,671.13	225,267	38%	1.63%	137,300	144,651	6,980
COURT SERVICES	605,905	197,765.76	408,139	33%	2.72%	229,214	241,487	43,722
ENGINEERING	491,638	163,062.92	328,575	33%	2.20%	185,987	195,945	32,883
STREET MAINTENANCE	0	0.00	0	#DIV/0!	0.00%	0	0	0
SNOW REMOVAL	58,000	34,291.50	23,709	59%	0.26%	21,941	23,116	(11,175)
GOLF COURSE MAINTENANCE	452,827	215,665.45	237,162	48%	2.03%	171,305	180,477	(35,188)
GOLF SHOP	320,713	133,463.15	187,250	42%	1.44%	121,326	127,822	(5,641)
PARK	1,016,913	316,870.54	700,042	31%	4.56%	384,699	405,297	88,427
AQUATIC CENTER	159,700	19,034.17	140,666	12%	0.72%	60,415	63,649	44,615
ZOO	594,866	254,982.96	339,883	43%	2.67%	225,038	237,088	(17,895)
CIVIC BUILDING OPERATIONS	852,311	308,461.56	543,849	36%	3.82%	322,430	339,694	31,232
LIBRARY MAINTENANCE	70,435	36,270.62	34,164	51%	0.32%	26,646	28,072	(8,198)
GROUNDS MAINTENANCE	101,381	20,155.14	81,226	20%	0.45%	0	40,406	20,251
CONCESSION STAND	78,201	40,005.95	38,195	51%	0.35%	29,583	31,168	(8,838)
SHOP MAINTENANCE	115,389	21,131.88	94,257	18%	0.52%	43,652	45,989	24,857
STREET LIGHTING	335,000	125,181.03	209,819	37%		0	0	
MISC APPROPRIATIONS	92,950	63,130.79	29,819	68%		0	0	
AIRPORT	634,977	346,392	288,585	55%	2.85%	240,212	253,074	(93,318)
PARKING FACILITY	29,100	3,786	25,314	13%	0.13%	11,009	11,598	7,812
TRANSFERS	3,548,107	1,615,227	1,932,880	46%		0	0	
CONTINGENCY	-258,532		(258,532)	0%		0	0	0
GENERAL FUND	26,027,256	8,773,637	17,253,599	34%	100.00%	8,401,424	8,891,677	
	22,309,711							

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of May 31, 2022
EXPENSES FOR WATER FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,464,403	176,059	2,288,344	7%
ADMINISTRATION	3,461,067	487,705	2,973,362	14%
WATER MAINTENANCE	1,379,672	614,900	764,772	45%
WATER PLANT	3,434,942	2,116,877	1,318,065	62%
WATER STOCK	5,000	1,862	3,138	37%
	<u>10,745,084</u>	<u>3,397,403</u>	<u>7,347,681</u>	<u>2</u>
Capital Outlay				
Water Distribution	\$50,000		Replace 1 Ton truck w Auto Crane (split with Sewer)	
Water Distribution	\$15,000		1/2 Ton Pickup (2001) Split with Sewer	
Water Distribution	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Sewer)	
Water Plant	\$30,000	24,850	4 SCBA Units, Cylinders and face masks	
Water Plant	\$400,000		Clarifier Upgrade or Water Plant Evaluation	
	<u>555,000</u>	<u>24,850</u>		

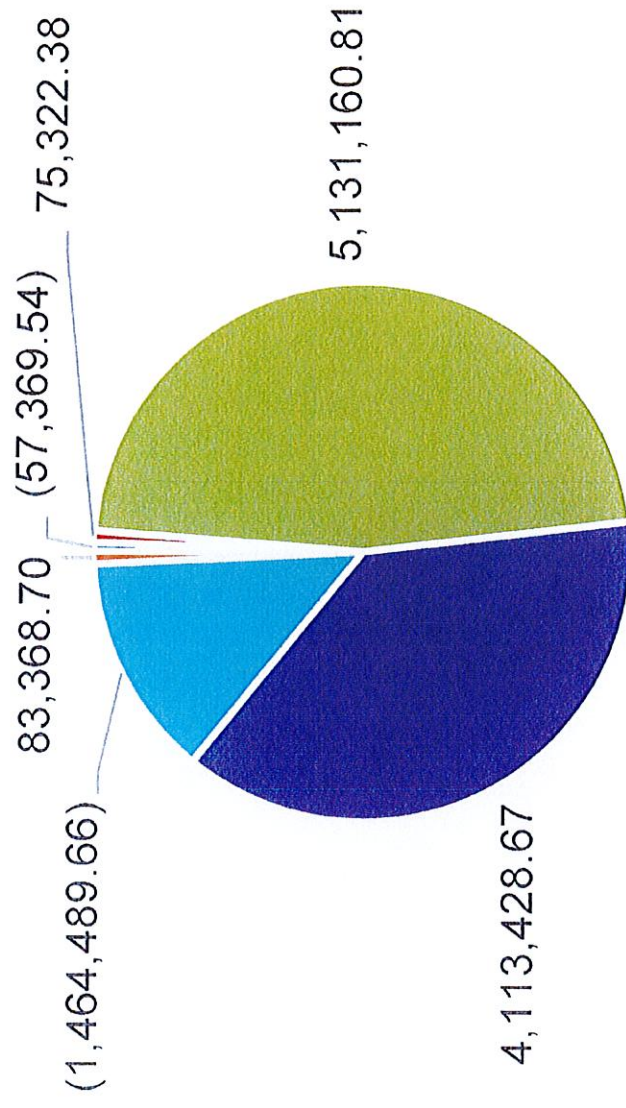
CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of May 31, 2022
EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,830,993	293,627	2,537,366	10%
ADMINISTRATION	1,908,109	352,928	1,555,181	18%
SEWER MAINTENANCE	1,295,037	978,439	316,598	76%
SEWER PLANT	2,849,033	1,413,733	1,435,300	50%
	<u>8,883,172</u>	<u>3,038,728</u>	<u>5,844,444</u>	<u>2</u>
Capital Outlay				
Sewer Maintenance	\$50,000		Replace 1 Ton truck w Auto Crane (split with Water)	
Sewer Maintenance	\$80,000	31,712	Replace Lift Station #3	
Sewer Maintenance	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Water)	
Sewer Maintenance	\$15,000		1/2 Ton Pickup (2001) Split with Water	
Waste Water Plant	\$25,000		Replace John Deere Gator (2013)	
Waste Water Plant	\$50,000		Replace metal siding/roof on storage building	
Waste Water Plant	\$20,000		John Deere 725 Mower (2004)	
	<u>300,000</u>	<u>31,712</u>		

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of May 31, 2022
EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

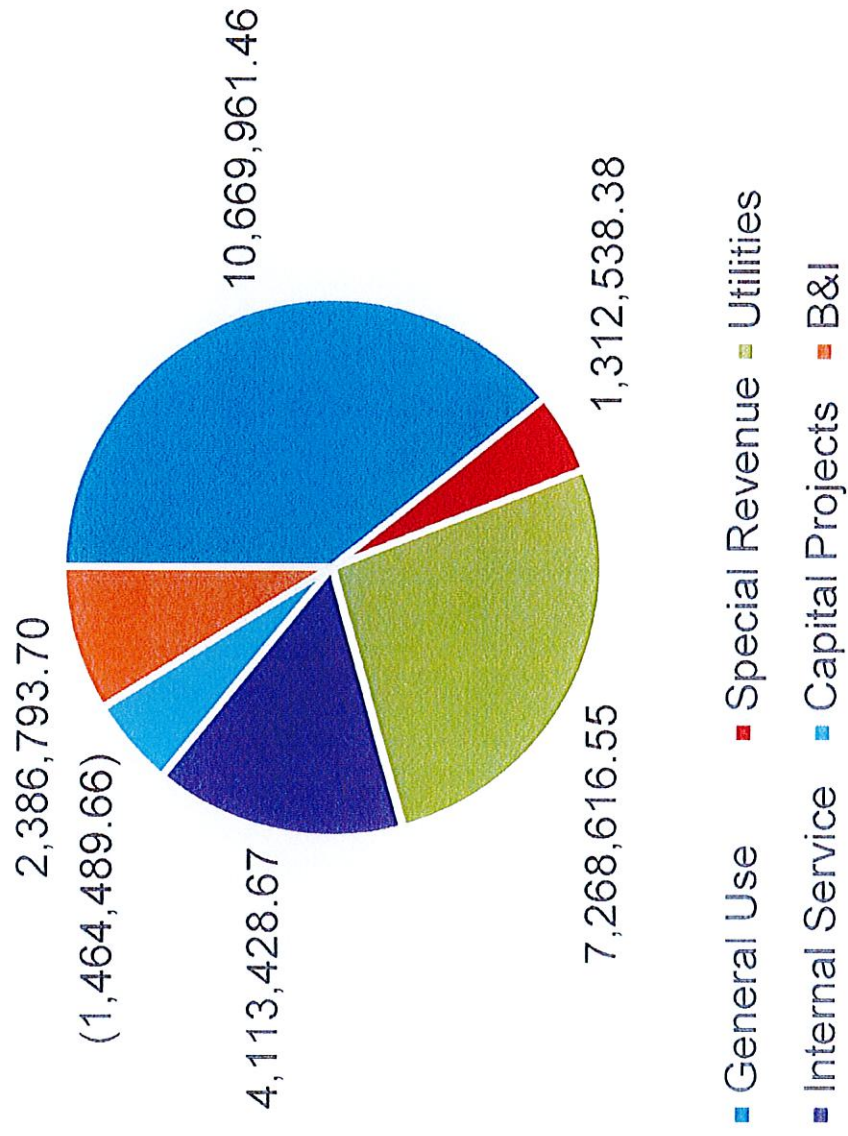
	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,013,208	475,831	2,537,377	16%
COLLECTIONS	2,375,745	1,062,138	1,313,607	45%
TRANSFER STATION	1,611,435	825,782	785,653	51%
RECYCLING CENTER	716,358	183,473	532,885	26%
	<u>7,716,746</u>	<u>2,547,224</u>	<u>5,169,522</u>	<u>1</u>
Capital Outlay				
Collections	\$200,000		Roll-Off Truck replacement (2011)	
Collections	\$165,000		Grapple Truck with Dump Bed	
Recycling Center	\$24,250		Skid Mounted Litter Vacuum	
Recycling Center	\$44,000		1 ton pickup, dual wheels, regular cab (2012)	
Transfer Station	\$65,000		Design & Preliminary Work for Revisions to tipping box ar	
Transfer Station	\$150,000		Tandem Axle Dump truck (1992)	
	<u>\$648,250</u>	<u>0</u>		

Available Funds



- General Use
- Internal Service
- Special Revenue
- Capital Projects
- Utilities
- B&I

Unencumbered Cash



COMMISSION MEETING

11:00 A.M.

JUNE 1, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, June 1, 2022, with Vice Mayor Giefer presiding and Commissioners Brinkman, Harter, and Sauder present. Mayor Smith was absent. Also present were City Manager Cocking, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Hate speech, profanity, and defamation are not allowed. Please state your name and address prior to making comments.

Lisa Keith, Zoo Director and Sally Sanchez, representing EFOZ, were in attendance to accept a proclamation designating the month of June, 2022 as "Zoo Month" in Emporia. They stated Zoological Parks and Aquariums of North America serve the needs of both humans and wildlife by bringing them together in a unique setting. They help build awareness, understanding, concern and a sense of stewardship for wildlife and the environment. They urged all citizens to visit the David Traylor Zoo of Emporia to experience firsthand the wonders of nature and our environment offered by the Zoo.

Vice-Mayor Giefer then presented the proclamation.

Rebekah Curry, ESU Public Service Supervisor, was in attendance to accept a proclamation declaring June 18, 2022 as "May Massee Day" in Emporia. She stated May Massee was a pioneering children's book editor, active from the 1920s through the 1960s, who influenced the development of American children's literature and published many books that remain in print to this day. She stated Emporia State University was chosen to house the May Massee Collection of children's literature materials, which was assembled as a memorial to May Massee by authors and artists who had worked with her and was dedicated in Emporia on June 18, 1972. The May Massee Collections contains thousand of items, including original artwork, books, manuscripts, and correspondence and it the only such collection located in the state of Kansas. She stated

the May Massee Collection continues to bring recognition to the City of Emporia and Emporia State University as researchers from across the United States and around the world use it and artwork from the collection is periodically exhibited in both American and international museums and other institutions. She encouraged all Emporians to join in recognizing the 50th anniversary of the May Massee Collection with a celebration of creativity and children's literacy.

Vice-Mayor Giefer then presented the proclamation.

Mayor Giefer read the proclamation declaring June 17, 2022, as "National Teachers Hall of Fame Day" in Emporia. He stated ten of the nation's most outstanding teachers, with 270 years of combined teaching experience: Andrew Beiter from Springville, NY; Melissa Collins from Memphis, TN; Donna Gradel from Broken Arrow, OK; Thomas Knab from East Amherst, NY; Jamil Siddiqui from East Bridgewater, MA; Sergio de Alba from Los Banos, CA; Robert Fenster from Hillsborough, NJ; Leila Kubesch from Norwood, OH; Kareen Neal from Phoenix, AZ; and Christopher Poulos from Redding, CT will be inducted into The National Teachers Hall of Fame during a ceremony held in Emporia on June 17, 2022. The citizens of Emporia have given their hearts to making the Hall of Fame week a memorable experience for the inductees and guests through their hospitality and generosity as host families, volunteers, and Friends of Education sponsors, earning Emporia the nickname "Teacher Town, USA," by Teacher Magazine.

Vice-Mayor Giefer then presented the proclamation.

CITY COMMISSION
(Action to Reduce Firearm & Violent Death of American Children)
(Resolution Number 3673)

Commissioner Sauder stated he felt that the resolution is necessary due to recent events in the country with gun violence in the forefront of national attention. As a city government it is important that we do what we are capable of doing to help prevent an incident happening in our community. He stated there is a need and avenue to

have common sense gun laws that don't infringe on peoples individual rights and it is important to send a message to our elected officials on a state level and national level that our community government supports common sense measures to prevent gun violence in the future. He stated he felt by authorizing this proposed resolution the local government was in support of sending a message to elected officials to help support the prevention of gun violence.

Commissioner Sauder made a motion to approve Resolution Number 3673, a resolution calling for action to reduce firearm and violent death of American children. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Vice-Mayor Gieffer, aye.

PLANNING AND DEVELOPMENT
(Amending the Floodplain Management Ordinance)
(Ordinance Number 22-26)

FLOODPLAIN MANAGEMENT ORDINANCE PURSUANT TO 44 CFR 60.3 (d) - REGULATORY FLOODWAY IDENTIFIED, K.S.A. 12-766, AND K.A.R.5-44-1 THROUGH 5-44-7, to which the City Clerk assigned Ordinance Number 22-26, was presented to the Governing Body for their consideration.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated in 2017 the Kansas Department of Water Resources (DWR) and FEMA began the process of updating flood insurance and maps for Emporia and Lyon County, and identified new areas within community that would be included in the floodplain and also identified areas that would be removed from special flood hazard zones. He stated a representative from the City, KWR, and FEMA provided information to the public and property owners that would be affected by the changes on the new Flood Insurance Studies and Flood Insurance Rate Maps. At their April 19, 2022 regular meeting the Planning Commission/Board of Zoning Appeals voted unanimously to recommend adopting the amended and updated model floodplain management regulations. He stated the new maps become effective on June 15, 2022 and the city is required to adopt updated and amended floodplain management regulations by ordinance. If the city fails to adopt a new

floodplain management ordinance, it risks suspension from the FEMA Floodplain Management program, and those residents whose properties sit within the floodplain risk higher flood insurance premiums or no coverage at all.

Following further discussion, Commissioner Harter made a motion to approve Ordinance Number 22-26, an ordinance amending the Floodplain Management Ordinance. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Vice-Mayor Giefer, aye.

CITY COMMISSION
(Redevelopment Project Plan - Tax Increment Financing District - (TIF)
(Brownstone/Red Brick Investment)
(Public Hearing)

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated this public hearing was authorized on April 20, 2022 by the Commission and is required under state statutes. A tax increment financing redevelopment project plan has been prepared which described the proposed phase development within the Red Brick Emporia Redevelopment District and includes a description of the facilities and buildings proposed to be constructed in the area. He stated the project will be paid by the Developer and eligible portions of the project costs will be reimbursed to the Developer on a pay-as-you go basis over time as incremental increases in certain tax revenues are collected in the District.

Vice-Mayor Giefer then declared the public hearing opened.

As no one in attendance wished to address the Governing Body, Vice-Mayor Giefer then declared the public hearing closed.

CITY COMMISSION
(Redevelopment Project Plan - Tax Increment Financing District - (TIF)
(Brownstone/Red Brick Investment)
(Ordinance Number 22-27)

AN ORDINANCE APPROVING AND ADOPTING A REDEVELOPMENT PROJECT PLAN FOR THE RED BRICK EMPORIA REDEVELOPMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND APPROVING RELATED DOCUMENTS, to which the City Clerk assigned Ordinance Number 22-27, was presented to the Governing Body for their consideration.

Jim Witt, Special Project Manager, was recognized and addressed the Governing Body. He stated the passage of this ordinance would set in motion the establishment of the Tax Increment Financing (TIF) for the redevelopment district. The City does not have any financial obligations but will assess a 2% administrative fee on all transactions related to the TIF. Funds collected under the TIF can be used only for certified infrastructure costs within the district. The district will have a 20-year life span.

Commissioner Brinkman made a motion to approve Ordinance Number 22-27 an ordinance approving and adopting a Redevelopment Project Plan for the Red Brick Emporia Redevelopment District Tax Increment Financing. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

CITY COMMISSION
(Redevelopment Project Plan - Community Improvement District - (CID)
(Brownstone/Red Brick Investment)
(Public Hearing)

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated this public hearing was authorized on April 20, 2022 by the Commission and is required under state statutes. He stated the proposed Project to be constructed within the District is the development and construction of a travel plaza, and upscale RV Park and other related commercial development. He stated the project within the District is proposed to be financed in part, on a pay-as-you-go basis, from revenue received from the levy and collections of

a two percent (2%) community improvement district sales tax on the sale of tangible personal property sold at retail or services taxable pursuant to the Kansas retailers' sales tax statutes within the proposed District.

Vice-Mayor Giefer then declared the public hearing opened.

As no one in attendance wished to address the Governing Body, Vice-Mayor Giefer then declared the public hearing closed.

CITY COMMISSION

**(Redevelopment Project Plan - Community Improvement District - (CID)
(Brownstone/Red Brick Investment)
(Ordinance Number 22-28)**

AN ORDINANCE CREATING THE RED BRICK EMPORIA COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT, to which the City Clerk assigned Ordinance Number 22-28, was presented to the Governing Body for their consideration.

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated the passage of this ordinance would set in motion the establishment of the Community Improvement District (CID) one eligible retail sales begin. The CID has a statutory life span of 22 years and starts when taxes are collected. The City does not have any financial obligations but will assess a 2% administrative fee on all transactions related to the CID.

Commissioner Sauder made a motion to approve Ordinance Number 22-28, an ordinance establishing the Red Brick Community Improvement District. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

**CITY COMMISSION
(Whittier Tract - Mahtropolis Addition)
(Establishing Rural Housing Incentive District)
(Public Hearing)**

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated at a previous Commission Meeting Resolution Number 3658 was passed establishing a public hearing be conducted for an RHID District the for Whittier Tract Project - Mahtropolis Addition, in accordance with statutory requirements. He stated this project is for the development of 27 residential single family homes. This project plan is consistent with state requirements and has been reviewed by staff. He stated the County and USD 253 have been notified as required.

Vice-Mayor Giefer then declared the public hearing opened.

As no one in attendance withed to address the Governing Body, Vice-Mayor Giefer then declared the public hearing closed.

**CITY COMMISSION
(Whittier Tract - Mahtropolis Addition)
(Establishing Rural Housing Incentive District)
(Ordinance Number 22-29)**

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH WHITTIER TRACT/MAHTROPOLIS ADDITION, to which the City Clerk assigned Ordinance Number 22-29, was presented to the Governing Body for their consideration.

Jim Witt, Special Project Manager, was recognized and addressed the Governing Body. He stated this is the final step in the process to establish a Rural Housing Incentive District. This is the 6th RHID to be approved in the City of Emporia. The tax increment collections will offset the infrastructure cost of the proposed residential addition. The City and other taxing entities will continue to collect base-year taxes on the property. The City will assess a 3% fee on all future transactions regarding the reimbursement of tax increments. He stated the property is presently being reviewed by the Planning

Commission and they are anticipating a final application for approval of a PUD for the property.

Commissioner Sauder made a motion to approve Ordinance Number 22-29, an ordinance establishing a Rural Housing Incentive District for the Whittier Tract - Mahtropolis Addition. Commissioner Harter seconded the motion. Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; and Vice-Mayor Giefer, aye.

**CITY COMMISSION
(Designating Main Trafficways & Main Trafficway Connections)
(Ordinance Number 22-30)**

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 20-18 DESIGNATING MAIN TRAFFICWAY AND MAIN TRAFFICWAY CONNECTIONS IN THE CITY OF EMPORIA, KANSAS PURSUANT TO K.S.A. 12-685 ET SEQ., to which the City Clerk assigned Ordinance Number 22-30, was presented to the Governing Body for their consideration.

City Manager Cocking stated the City of Emporia has previously approved various Main Trafficways and Main Trafficway Connections in the corporate limits. The City will be issuing bonds for the work to be done on Highland Street and in order to issue bonds for the project, this street must be listed as a main traffic way. He stated this ordinance will provide the procedure to issue general obligation bonds for the Highland Street improvements.

Commissioner Brinkman made a motion to approve Ordinance Number 22-30 amending Main Trafficways and Main Trafficway Connections. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Vice-Mayor Giefer, aye.

BONDS

**(Authorize Issuance of General Obligation Bonds - \$750,000.00)
(Water Main; Sewer Main; Storm Sewer; and Street Improvements)
(Highland Street)
(Ordinance Number 22-31)**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF EMPORIA, KANSAS TO PAY COSTS OF MAKING WATER MAIN, SEWER MAIN, STORM SEWER AND STREET IMPROVEMENTS ON HIGHLAND STREET, to which the City Clerk assigned Ordinance Number 22-31, was presented to the Governing Body for their consideration.

Janet Harrouff, Director of Administrative Services, was recognized and addressed the Governing Body. She stated the City of Emporia has been awarded a \$750,000.00 CDBG grant to improve the water main, sewer main, storm sewer and paving on Highland Street from 12th Avenue to 16th Avenue. The total cost of the project will be \$1,500,000.00 and the City is responsible for \$750,000.00. Highland Street is a collector street around the east side of Emporia State University and the condition of the street is in need of repair.

Commissioner Harter made a motion to approve Ordinance Number 22-31, an ordinance authorizing the issuance of General Obligation Bonds to pay costs to improve the water main, sewer main, storm sewer and street improvement on Highland Street from 12th Avenue to 16th Avenue. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Vice-Mayor Giefer, aye.

CITY COMMISSION

(Consider Approval of Surplus City Owned Real Property List)

City Manager Cocking stated a letter has been submitted asking that 118 E. 6th Avenue (Carnegie Library Building) be added to the City's surplus property list. He stated the policy states: "Request to Purchase Property Not on Surplus Property List." If the City receives a request to purchase real property not identified on the Surplus Property List, staff will advise the Commission. The Commission may vote to add the property to the Surplus Property List. If the property is added to the Surplus Property List the procedures

for "Requests to Purchase Property on Surplus Property List" will be followed. He stated individuals and entities may submit applications by July 25, 2022 for proposals to be considered and tours of the building will be available on June 7, 2022 at 10:00 a.m. and June 9, 2022 at 2:00 p.m. or by appointment. Staff is recommending 118 E. 6th Avenue be placed on the City's Surplus Property List and accepts proposals until July 25, 2022.

Commissioner Brinkman made a motion to place 118 E. 6th Avenue (Carnegie Library Building) on the Surplus Real Property List for the City of Emporia and to accept proposals until July 25, 2022. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

ACCOUNTING
(Governing Finance Officers Association - GFOA)
(Certificate of Achievement)

City Manager Cocking stated the City of Emporia submitted the 2020 Annual Comprehensive Financial report to the Government Finance Officers Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended December 31, 2020. The report has been judged to meet the high standards of the program, which includes to clearly communicate its financial story and to publish a financial report that is easy to read. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reports, and its attainment represents a significant accomplishment by a government and its management. Members of the Finance Department for the City of Emporia are: Janet Harrouff, Chelsea Tyson and Tess Shepherd. This is the 36th consecutive year the City of Emporia has received the award.

Consent Agenda

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

- a. Consider minutes of the Regular Meeting held on May 18, 2022.
- b. Consider ratification of Payroll Ordinances for the period ending on May 20, 2022.
- c. Approve KDOT Grant for Runway Extension.
- d. Approve Water Demand, Supply and Rates Evaluation

The vote follows: Commissioner Sauder aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, 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 June 15, 2022 Study Session at 11:00 a.m.

- Approve Budget Resolution.
- Enterprise Fleet Leasing.
- Ordinance for Bond Authorization for Flint Hills Crossing Improvement, Water Sewer & Street.

**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 Brinkman made a motion to adjourn into Executive Session to discuss proprietary information of third parties and to invite Special Projects Manager Jim Witt, from 11:35 a.m. to 11:50 a.m., in the City Commission Meeting Room. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

Upon reconvening the meeting in Regular Session at 11:50 a.m., this same date, in the City Commission Meeting Room, Vice-Mayor Giefer stated they had discussed proprietary information of third parties and no action was taken.

Commissioner Brinkman then made a motion to recess until 12:10 p.m. to Conference Room 1AB. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

RECESSED MEETING AT 12:10 P.M.

**CITY COMMISSION
(Partnership between City of Emporia & Lyon County)
(ARPA Funds)
(E3 Development Program - Emporia Main Street)**

Casey Woods, Executive Director of Emporia Main Street, was recognized and addressed the Governing Body. He stated Emporia is poised to lead the region through the E3 initiative, Evolve the Entrepreneurial Ecosystem, with the funding of \$750,000.00 through the Venture Challenge Build award. The vision of the E3 program is to adopt training and support platforms specific to the need of tech entrepreneurs by leveraging our access to an established redundant

broadband network, two higher educational institutions that include technology training programs and multiple economic development entities that have agreed to support an adjusted focus that includes technology-based entrepreneurship. The mission of E3 is to convert underutilized assets to functional tools that will assist the development of technology-based startups, integrate technology-based solutions and create a tech-focused ecosystem. He stated Emporia Main Street is applying for a grant of \$750,000.00 and is asking for a partnership from the City of Emporia and Lyon County for matching funds of \$375,000.00 each for support of the E3 program. If the grant is not awarded to Emporia Main Street the funds will not be released. He stated the grant is due by June 13, 2022 and a partnership of supporting funds would need to be designated before that date. This program will benefit the city as well as the county for a valued partnership.

Following further discussion, Commissioner Sauder made a motion to approve a one time use of the City's ARPA Funds in an amount of \$375,000.00; contingent as equal amount partnership with Lyon County for E3 program. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Vice-Mayor Giefer, aye.

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

Danny Giefer, Vice-Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: Agreement with Visit Emporia for Murals in Las Casitas Park

Proposed Agenda Date: June 15, 2022

Presented By: Lelan Dains, Visit Emporia Director

BACKGROUND:

In April, a discussion item was brought before the Commission by Visit Emporia to consider approval of murals to be installed on the bandstand and picnic shelter at Las Casitas park. The discussion was had about ensuring the Las Casitas Park Committee and HOTT were in support of the proposed artwork. Lelan Dains, Visit Emporia, has presented their proposal to the Las Casitas Park Committee and the committee is in support of the project. A letter of support from HOTT was attached to the discussion item submitted in April. Attached is an agreement for the installation of the murals and artwork on the bandstand and picnic shelter at Las Casitas Park.

DISCUSSION:

Approve Agreement for murals and artwork at Las Casitas Park.

FINANCIAL CONSIDERATIONS:

All expenses are the responsibility of Visit Emporia.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Agreement

ATTACHMENTS:

Agreement for Mural Installation and Maintenance; Original proposal from Visit Emporia.

Agreement for Mural Installation and Maintenance

This Agreement made this 15th day of June, 2022, by and between City of Emporia, Kansas, a municipal corporation, hereinafter referred to as “City”, and Visit Emporia, (collectively referred to as “Parties”) delineates the agreement of the parties regarding murals to be painted on the stage house and picnic shelter at Las Casitas Park in the City of Emporia, Kansas.

WITNESSETH:

WHEREAS, the City owns various structures located in Las Casitas Park, including a stage house and picnic shelter; and

WHEREAS, Visit Emporia wishes to paint and display a series of murals on the walls of these structures; and

WHEREAS, the Parties understand the importance of art in public places and the role that murals play in beautification and attracting tourism to Emporia.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. City agrees to allow Visit Emporia to paint murals on the stage house and picnic shelter at Las Casitas Park as depicted in the picture marked as Exhibit “A”, which is hereby incorporated by reference.
2. City shall retain all ownership rights with respect to the structures in Las Casitas Park and Murals painted thereon.
3. Visit Emporia and/or the artist(s) designing the mural shall retain copyright to the mural designs.
4. Visit Emporia will be solely responsible for any expense associated with installing and maintaining the mural. Visit Emporia agrees to keep the mural in good condition and repair at no cost to the City. Should Visit Emporia fail to keep the murals in good condition and repair, Visit Emporia shall cause the murals to be removed and

painted over in a color and paint type approved by the City Manager; or shall reimburse the City for the cost of paint needed to remove and paint over the murals.

5. City shall not be liable for any damage that occurs to the murals.
6. Mural installation and maintenance must not interfere in any way with any park functions or City staff responsibilities.
7. Visit Emporia will not change or modify the mural design from the depiction in Exhibit "A" without written consent of the City.
8. City, in its sole discretion, may choose to paint over or otherwise cover or remove all or a portion of the murals at any time, for any reason. Should the City choose to exercise this option, notice will be given to Visit Emporia as soon as practicable.
9. Visit Emporia agrees to indemnify and hold harmless City, its officers, agents, and employees from any liability to any person or property due to the use of facilities at Las Casitas Park or existence of the mural thereon, including the cost of any attorney's fees incurred in the defense of any legal action associated with such use; and further to indemnify City against any other costs and expenses it may incur due to the use of the Stage House or existence of the mural thereon.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF EMPORIA, KANSAS

Visit Emporia

Becky Smith, Mayor

Lelan Dains

Attest:

Kerry Sull, City Clerk



Dear City Commissioners,

Recently, local artist Deon Morrow approached Visit Emporia with the desire to partner in the beautification of parts of our community through art. The mission of Visit Emporia is to provide quality, memorable experiences, inspiring people to visit Emporia. We believe collaborating with community members on art enhancement projects is fundamental in providing not only our visitors with memorable experiences but for our community members as well. Beautiful public spaces make a tremendous impression on how our own residents, as well as out-of-town guests, view our town.

Upon an initial discussion, Las Casitas park was chosen as a potential site for art enhancement. The proposed plan is to create a series of murals on each wall of the stage house, columns of the shelter house along with the rafters of the shelter house. Proposed artwork of the mural and an example of painted rafters in a shelter house are provided on the next page.

Local community organization, Hispanics of Today and Tomorrow (HOTT) was engaged to learn more from the communities that predominately use Las Casitas park. "It is an amazing way to honor our culture and history that tells the stories of our past generations," said HOTT treasurer, Sandy Barajas.

The cost of the project is minimal and consists of only the paint needed for the mural and rafters as Deon has offered to volunteer his time and talents. Visit Emporia will cover the cost of any paint that we cannot get donated for the project. At this time, we are seeking approval from the city commission to move forward with the aforementioned project.

**Sincerely,
LeLan Dains
Director - Visit Emporia**

Technical Application

All proposed painting sites are pre-painted masonry. The surfaces will need to be cleaned and will then be ready for paint. All prep work will be done by the lead artist and trained volunteers.

Preventative Measures and Maintenance

Vandalism has been brought up as a concern for the project. While defacing of public art can occur, it is rare. We have done much research on the possibility of vandalism and plan to take the following preventative measures.

- A protective clear coat barrier will be applied to the finished mural. This creates a protective barrier over the mural, both protecting it from vandalism and UV light, increasing the longevity of the painting. If vandalism does occur, it can be removed without damaging the artwork beneath the barrier.
- We have spoken with Captain Hayes to learn more about the propensity of vandalism in Emporia. While it does occur, it is most common in dark, low-traffic areas. The Las Casitas project sits adjacent to the always busy South Avenue. In addition, we plan to add solar-powered ground spotlights to both showcase the artwork to passersbys at night and deter would-be vandals.
- The vast majority of graffiti vandalism occurs on blank walls. Typically on vacant buildings or buildings that are easy targets by way of access at night. We surveyed other Kansas communities that have been recently investing in public artwork (there are many). While there are always exceptions to the rule, the finding has been that communities have had great success in reducing vandalism through public art initiatives.
 - Ex. Clay Center has commissioned 20 murals in the past few years. No vandalism on public artworks to date.
 - Ex. Manhattan has undergone a similar initiative and has found that public art is reducing vandalism in certain areas.

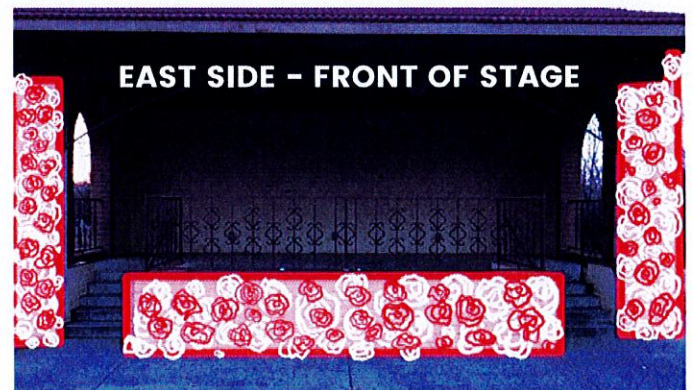
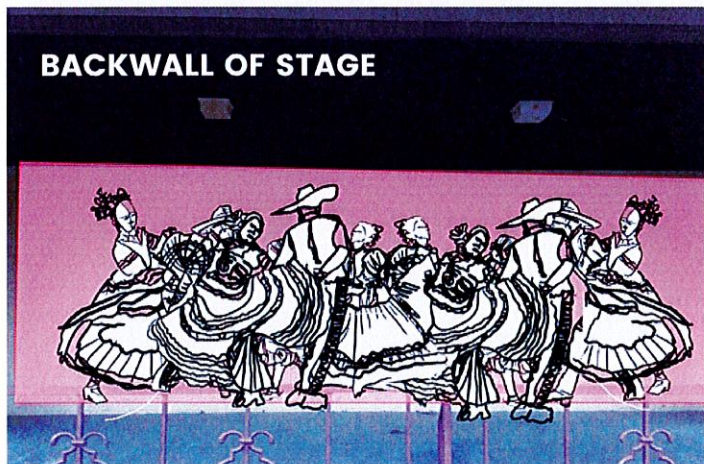
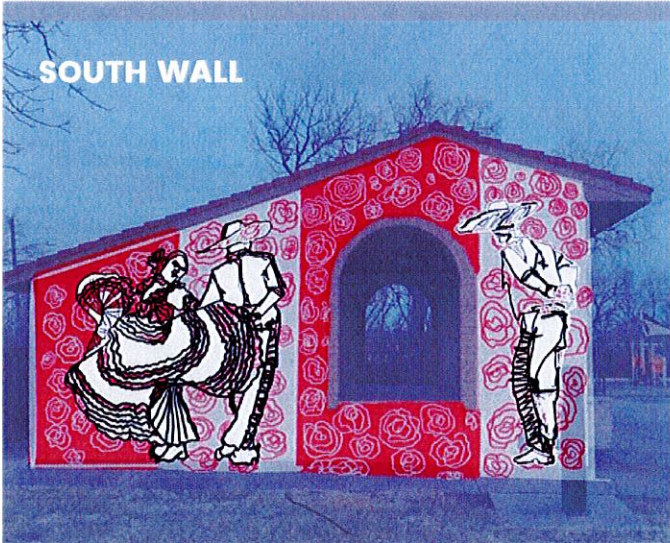
Vandalism is always a possibility and could occur. However, we feel strongly that the reward of a community beautification project such as this far outweighs the possible risks. Public art beautifies a community, allows us to tell our story, and leaves a lasting impression that Emporia is a creative place that takes pride in its shared spaces. It will spark continued creativity and inspire increased use in our public spaces, increasing the economic impact of community members and visitors alike.





This is an example of how the rafters of a shelter house have been painted to enhance the visual appeal of the space. Nothing has been changed with the lights to create this effect. For the shelter house at Las Casitas Park, a variety of bright colors would be used. The columns would also be painted following the flower design as seen on the following page.





These mock ups are currently done in black and white and are meant to show the artistic concept. All dancers and flowers would be painted in a variety of bright colors.



February 18, 2022

Greetings,

My name is Rebeca Herrera, and I am the Executive Director of the Emporia Granada Theatre and serve as an executive officer for the Hispanics of Today and Tomorrow board. I am pleased to write this letter supporting the proposed mural project at Las Casitas by local emporia Deon Morrow.

We believe this mural project will bring a much better visual appeal to the space bringing it color festivity and reminding us of our home away from home.

HOTT member Diana Delgado stated, "Hott used the park from 1998 until 2016(?) for the Sept 16 fiestas. Then moved downtown and started celebrating five de mayo. The murals will be a reminder of our culture and where our family started its journey."

HOTT member and ambassador Sally Sanchez, "I think having a Muriel to represent the rich culture and heritage will be meaningful to the Latino community."

HOTT VP Megan Sandoval, "I support the mural and believe it is a great way to express our Latino culture into our town. I believe it will create a positive impact and become a place where people will go to showcase the art and learn not just about the history of our Latino community but also the history of las casitas park."

HOTT Treasure, Sandy Barajas, "It is an amazing way to honor our culture and history that in tells the stories of our past generations. What an amazing way to learn and educate about our culture."

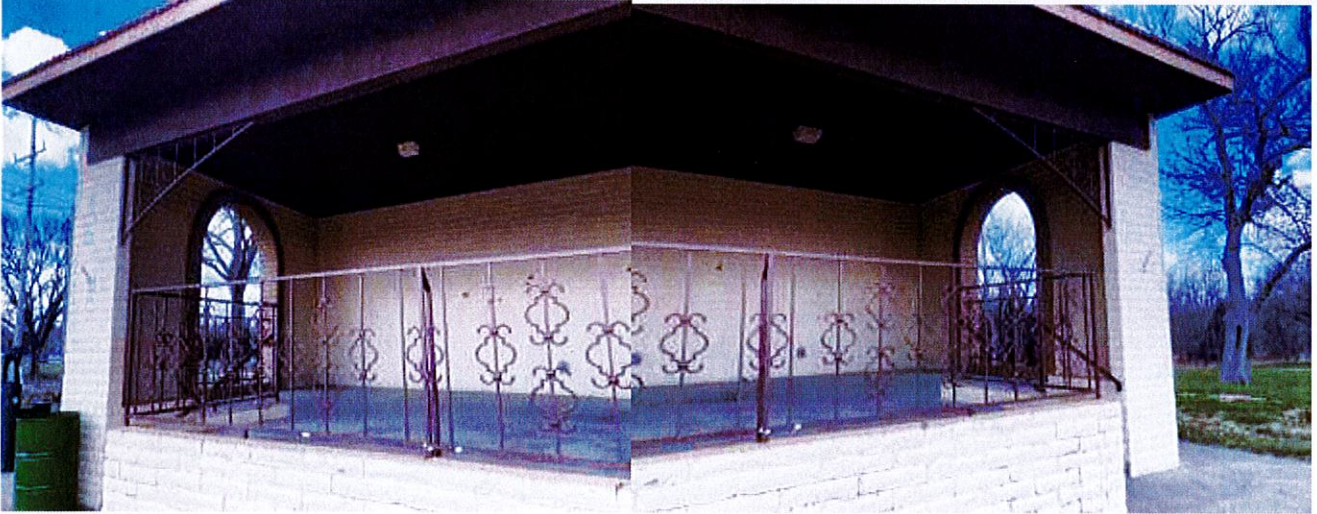
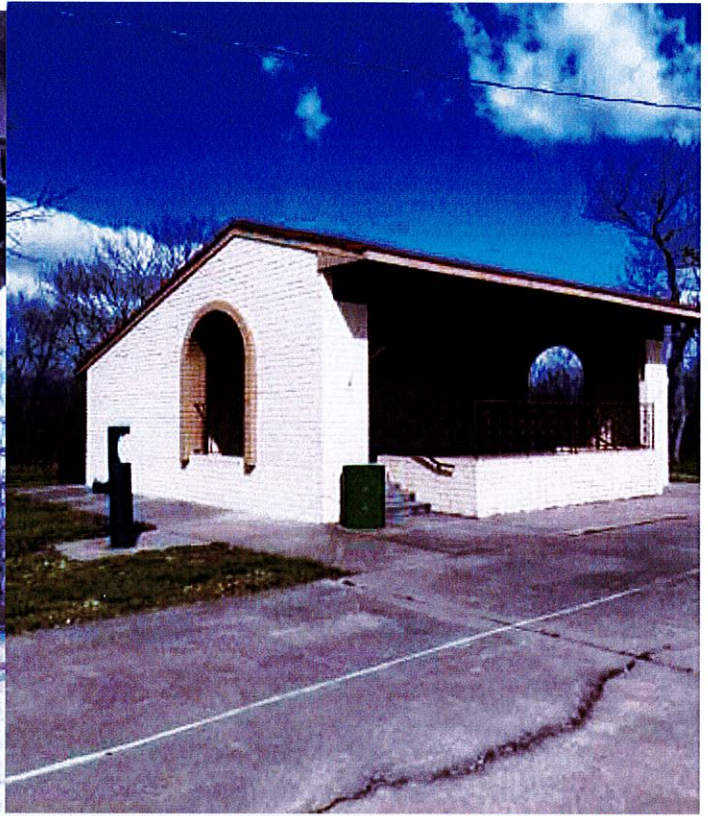
The Hispanics of Today and Tomorrow group would love to fully support this decision and thank the city for keeping our heritage alive in Emporia.

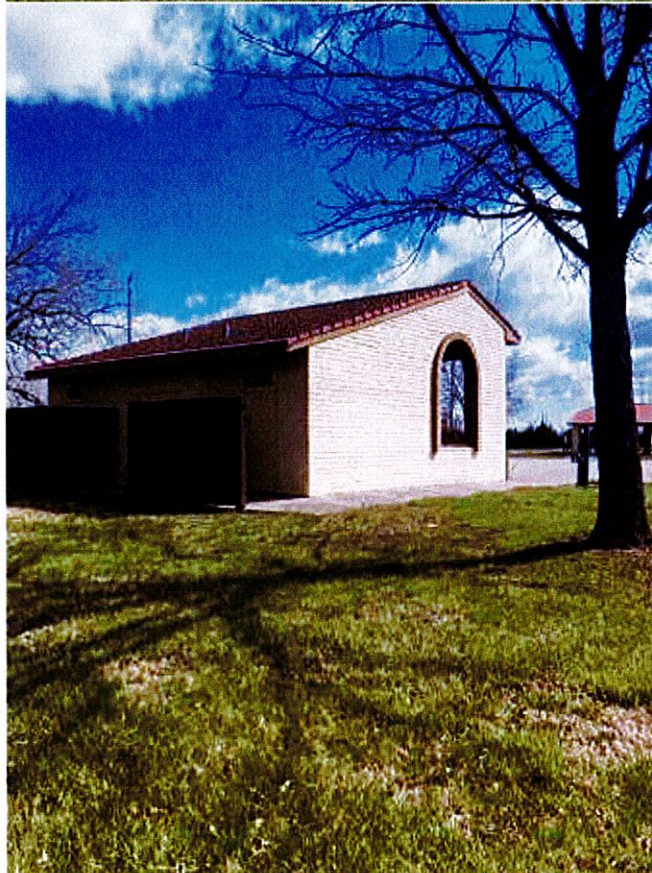
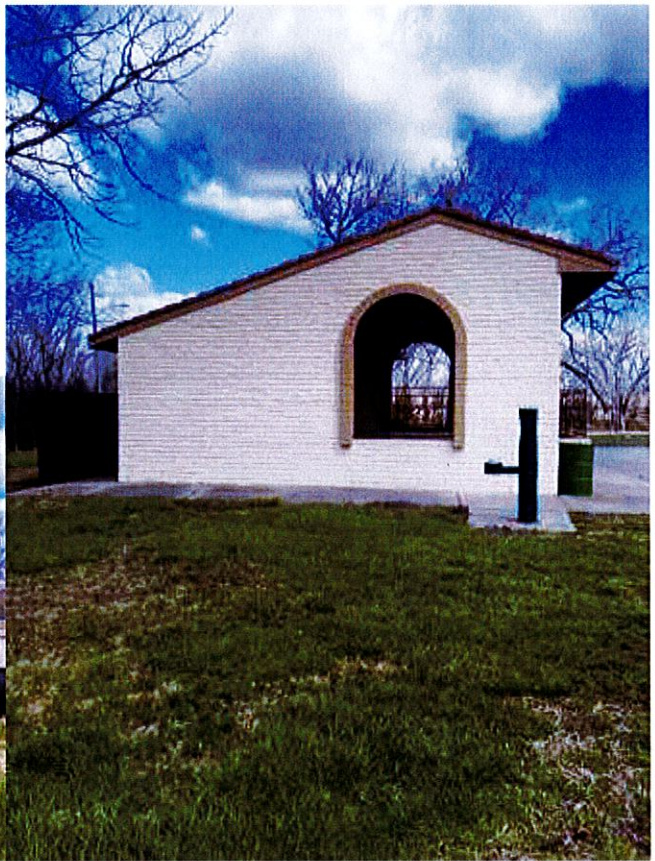
Best,

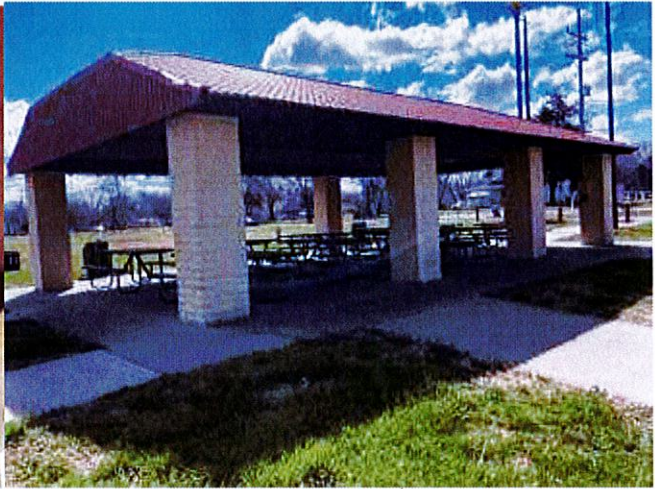
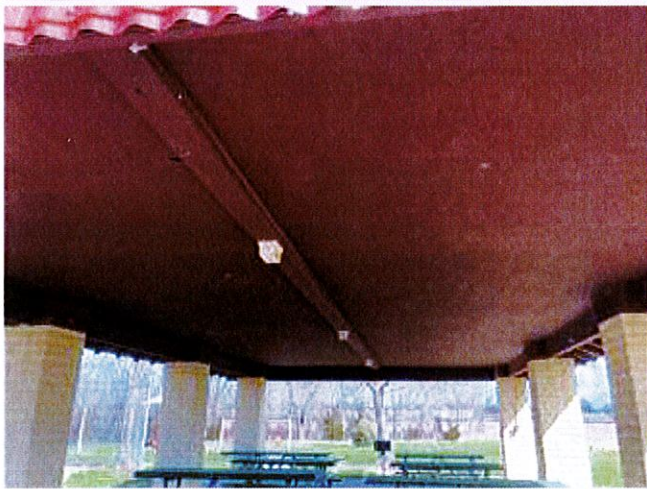
Rebeca Herrera

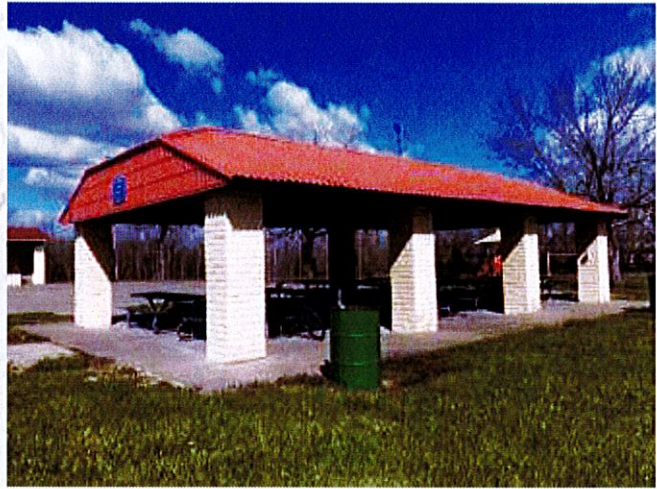
(470)313-4183

Rebeca@emporiagranada.com











Commission Action Report

Title: Submission of Emergency Solutions Grant Application to the Kansas Housing Resources Corporation for on Behalf of Local Agencies

Proposed Agenda Date: June 15, 2022

Presented By: Jeff Lynch, Community Development Coordinator

BACKGROUND:

Two local non-profit agencies, SOS, Inc. and Bloom House Youth Services, Inc., provide assistance to our local homeless population and are seeking this funding to assist them in their efforts. This funding would provide emergency shelter, food, and needed essential services such as case management, life skills training, counseling, and assistance in obtaining housing for their homeless participants.

DISCUSSION:

The City has administered this type of grant for many years, which provides financial assistance to our local homeless service agencies. The City fulfills the role of a pass-through grant recipient and qualifies for some administrative funding to offset costs of staff and materials. The funding is allocated by the Kansas Housing Resources Corporation.

FINANCIAL CONSIDERATIONS:

The grant funding request amounts are \$31,750 from Bloom House, and \$30,000 from SOS, totaling \$61,750. Additionally, approximately 7% would be allocated to the City for administration.

OTHER CONSIDERATIONS:

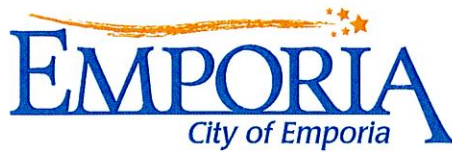
N/A

RECOMMENDED ACTION:

Recommend submission of application and authorizing Mayor to execute all related documents.

ATTACHMENTS:

Cover letter
Performance Outcomes Form



Community Development Department

521 Market Street
Emporia, Kansas 66801
Phone: (620) 343-4285

November 4, 2020

Doug Wallace, ESG Program Manager
Kansas Housing Resources Corporation
611 S. Kansas Avenue, Suite 300
Topeka, Kansas 66603-3803

Dear Mr. Wallace,

On behalf of the City of Emporia, I am pleased to submit the official application for the 2022 Emergency Solutions Grant Program. The City of Emporia will be the sponsoring agency for the grant application submitted on behalf of SOS, Inc. and Bloom House Youth Services, Inc.

Like many cities, Emporia experiences serious problems that are encountered by homeless individuals in our community, and we believe that the award of this grant will help alleviate the most serious of these problems. Emporia has also experienced its share of challenges this year with the pandemic. These challenges place additional pressure on shelters/organizations such as SOS, Bloom House Youth Services and the homeless/needy in our community in general. We have seen positive signs that the local economy is improving, but we still have many needs in our community. The grant will provide the funds to partially fund the cost of operating and staffing the facilities and also contribute to homeless prevention.

The City of Emporia and SOS have worked together for many years to provide a very important service to the residents of our community. Bloom House Youth Services is new to our community and the City of Emporia supports their desire to help provide services to homeless youth a resource to gain safe and healthy housing as well as services to support their work towards self-sufficiency. The City of Emporia has also established an excellent partnership with the Kansas Housing Resource Corporation in providing emergency housing services in our community. We believe that our partnership has made a positive difference in the lives of many of our residents and urge your support of the grant application so that we may continue to combat this problem in our community.

If you have any questions or require any additional information, please feel free to contact any of the following:

Connie Cahoone	SOS	(620) 343-8799
Clara Corn	Bloom House Youth Services	(620) 208-1199
Jeff Lynch	City of Emporia	(620) 343-4285

Thank you in advance for your consideration of the 2022 Emergency Solutions Grant Application. We look forward to your response.

Kind regards,

Becky Smith, Mayor
City of Emporia

D. PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD's outcome performance measurement system has three objectives and three outcomes which are listed below.

1. Select one of the following that best fits your project objective:

- ☒ Suitable living environment
- Decent affordable housing
- Creating economic opportunity

2. Select at least one of the following that describes the outcome your project will achieve:

(NOTE: Outcomes show how programs benefit a community or people served.)

- ☒ Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low-income persons by improving or providing new services, etc.)
- Affordability
(This applies to making an activity more affordable for low-income persons.)
- Sustainability
(Using ESG resources in a targeted area to help make that area more viable/livable.)

**3. Please describe the process to establish and select the above objectives and outcomes.
(Must be included)**

Based upon a review of programs and services to be offered by the sub-recipient agencies.

Certification: To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, the Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200, the ESG grant agreement and federal and state regulations if assistance is approved.

Signature of Authorized Official of Governing Body Date

Title



Commission Action Report

Title: Set Bid Date & Time for KDOT CCLIP Surface Preservation Project

Proposed Agenda Date: June 15, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

The City entered into Agreement 77-21 with KDOT Bureau of Local Projects on May 4, 2022 for this project. That agreement states that KDOT will fund 90% of Total Actual Costs of Construction and Construction Engineering (CE) not to exceed \$300,000. The city will be responsible for 10% of Total Actual Costs of Construction and Construction Engineering (CE) until the Secretary's funding limit is reached, 100% of Total Actual Costs of Construction and Construction Engineering (CE) after the Secretary's funding limit is reached, 100% of the Cost of Preliminary Engineering, Right of Way, and Utility Adjustments, and 100% of No-Participating Costs.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

The city portion of the KDOT CCLIP Surface Preservation, FY 2023, Project No. 56 U-2390-01, City Project PV2201US-50 HWY (6th Avenue) from Prairie Street to Neosho Street is funded by the multi-year fund.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Set bid date and time for July 26, 2022 at 2:00 pm.

ATTACHMENTS:

Attached is the Invitation to Bid

INVITATION TO BID

Sealed bids for the **CCLIP Resurfacing Project No. PV2201 US-50 Highway (6th Ave.) from Prairie St. to Neosho St.** will be received at the office of the City Clerk located upstairs at 104 E. 5th Avenue, City of Emporia, Kansas, up to 2:00 p.m. on **July 26th, 2022** and then publicly opened in the **City Engineering Conference Room** located at **522 Mechanic Street**. A pre-bid conference will be held at 2:00 p.m. on **July 19th, 2022** at the same location.

The work consists of approximately:

ITEM	QUANTITY	UNIT
Mobilization	1	LS
Milling and Grinding (1.5" Avg. Depth)	39,944	SY
HMA (Commercial Grade) (Class A) (1.5" Avg. Depth)	3616	TONS
Curb and Gutter (Combined 2'-6") (AE) (Remove & Replace)	90	LF
Concrete Pavement (9" Reinforced) (AE) (Remove & Replace)	8	SY
Utility Adjustment (Manhole Riser)	5	EA
Utility Adjustment (Valve Box Riser) (Valve Box) (Water)	4	EA
Utility Adjustment (Concrete) (Manhole)	31	EA
Utility Adjustment (Concrete) (Valve Box) (Water)	14	EA
Pavement Marking (Thermoplastic) (White) (6")	2840	LF
Pavement Marking (Thermoplastic) (Yellow) (4")	10600	LF
Pavement Marking (Thermoplastic) (Yellow) (4") (Double)	665	LF
Pavement Marking (Intersection Grade) (White) (24")	344	LF
Pavement Marking Symbol (Intersection Grade) (White) (Left Turn) (Arrow)	54	EA
Traffic Signal (Loop Replacement) (Set Price)	1	EA
Traffic Control	1	LS
Flagger (Set Price)	1	HR
Maintenance Bond	1	LS

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P. O. Box 928, Emporia, KS 66801 (620-343-4260) and copies may be obtained. The cost for plans and bid documents is thirty dollars (\$30), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the current Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred per cent (100%) of the Contract; the bond to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of thirty (30) days after the time set for opening of bids.

Any contract awarded under this Invitation to Bid is expected to be funded in part by the Kansas Department of Transportation (KDOT). The KDOT will not be a part of this Notice or any resulting contract. Compliance items required by KDOT are contained in the Contract Documents.

By the submittal of a bid, each bidder acknowledges that he understands and agrees to be bound by all KDOT compliance items contained in the Contract Documents or referenced therein, which shall be applicable throughout the performance of the Work under any contract

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 620-343-4291 or e-mail jlynch@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS

Kerry Sull
City Clerk



Commission Action Report

Title: South Arundel Sanitary Sewer Realignment Project Easement Acquisitions

Proposed Agenda Date: June 15th, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

South Arundel Sanitary Sewer Realignment Project No. SS1903 consists of a realignment and mitigation of the 36" aerial crossings on the unnamed tributary of the Cottonwood River near South Arundel Street.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Consider accepting easements from Delgado, Merry and Zuniga families, Lyon County and Investors Development of Emporia, Inc for that realignment.

ATTACHMENTS:

Easement documents and exhibits.

SANITARY SEWER PERMANENT EASEMENT

This indenture made this 19th day of May, 2022, by and between **Lyon County, Kansas Board of County Commissioners**, of Emporia, Lyon County, Kansas, hereinafter called the First Party and the **City of Emporia, Lyon County, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter called the Second Party.

WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent sanitary sewer easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a sanitary sewer main and related appurtenances and facilities, to wit:

DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT

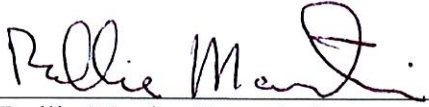
15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16
S. 88°36'22" W. 742.00 FEET TO THE POINT OF BEGINNING; THENCE
S. 51°14'31" W. 75.00 FEET TO THE POINT OF TERMINATION, CONTAINING 0.01 ACRES OF
PERMANENT SANITARY SEWER EASEMENT

The duration of the easement herein conveyed shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The sanitary sewer easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the sanitary sewer and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the above-specified public utility. Second Party shall save and hold the First Party harmless from any and all liability for personal injury and property damage resulting from said utility, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by the sanitary sewer construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere with the Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified utility.

IN WITNESS WHEREOF the First Party has executed this instrument the date first above written.

Lyon County



Mr. Rollie Martin, Commissioner



Mr. Scott Briggs, Commissioner



Mr. Doug Peck, Commissioner

ACKNOWLEDGEMENT

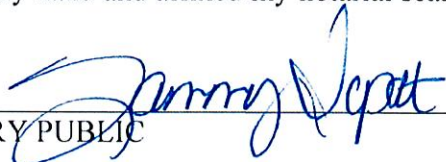
STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 19 day of May, 2022, by **Mr. Rollie Martin, Lyon County Commissioner**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



NOTARY PUBLIC



1-13-2025

My Commission Expires:

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 19TH day of MAY, 2022, by **Mr. Scott Briggs, Lyon County Commissioner**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

NOTARY PUBLIC

[Signature]

My Commission Expires: 1-13-2025

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 19th day of May, 2022, by **Mr. Doug Peck, Lyon County Commissioner**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



NOTARY PUBLIC
[Signature]

My Commission Expires: 1-13-2025

PERMANENT SANITARY SEWER EASEMENT

This indenture made this 8 day of June, 2022, by and between **Mr. David J. Delgado & Mrs. Diana E. Delgado**, of Emporia, Lyon County, Kansas, hereinafter called First Party, and the City of Emporia, Lyon County, Kansas, a municipal corporation hereinafter called the Second Party.

WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent sanitary sewer easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a sanitary sewer main and related appurtenances and facilities, to wit:

DESCRIPTION:

15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/16th CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 N. 01°15'37" W. 141.77 FEET TO THE POINT OF BEGINNING; THENCE S. 88°09'02" E. 65.44 FEET; THENCE S. 49°54'54" E. 46.17 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 45, STANNARDS ADDITION TO THE CITY OF EMPORIA, BEING 41.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 45, CONTAINING 0.08 ACRES OF PERMANENT SANITARY SEWER EASEMENT

The duration of the easement herein conveyed shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The sanitary sewer easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the sanitary sewer and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the above-specified public utility. Second Party shall save and hold the First Party harmless from any and all liability for personal injury and property damage resulting from said utility, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by the sanitary sewer construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to

conduct provided the same does not unreasonably interfere with the Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified utility.

IN WITNESS WHEREOF the First Party has executed this indenture as of the date first above written.

David J. Delgado

Mr. David J. Delgado

Diana E. Delgado

Mrs. Diana E. Delgado

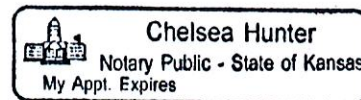
ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 8th day of June, 2022, by **Mr. David J. Delgado**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

CH Hunter
NOTARY PUBLIC



My Commission Expires:

March 4th, 2024

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 8th day of June, 2022, by **Mrs. Diana E. Delgado**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.


NOTARY PUBLIC



My Commission Expires:

March 4th, 2024

SANITARY SEWER PERMANENT EASEMENT

This indenture made this 1st day of JUNE, 2022, by and between **Mr. Luis Anguel Zuniga**, of Emporia, Lyon County, Kansas, hereinafter referred to as the First Party and the **City of Emporia**, Lyon County, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter called the Second Party.

WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent sanitary sewer easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a sanitary sewer main and related appurtenances and facilities, to wit:

DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT

15 FEET ON EACH SIDE OF A LINE LOCATED IN LOTS 45, 47, AND 49, STANDARDS ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

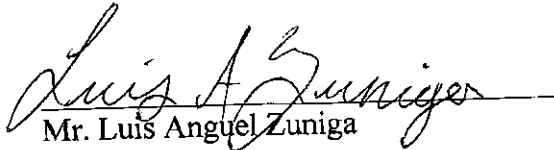
BEGINNING AT A POINT ON THE WEST LINE OF LOT 45 OF SAID STANDARDS ADDITION THAT IS 41.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 45; THENCE SOUTHEASTERLY TO THE SOUTH LINE OF LOT 49 OF SAID STANDARDS ADDITION TO A POINT

THAT IS 12.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 49, BEING THE POINT OF TERMINATION, CONTAINING 0.11 ACRES OF PERMANENT SANITARY SEWER EASEMENT
END OF DESCRIPTION

The duration of the easement herein conveyed shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The sanitary sewer easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the sanitary sewer and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the above-specified public utility. Second Party shall save and hold the First Party harmless from any and all liability for personal injury and property damage resulting from said utility, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by the sanitary sewer construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all

times to travel over the easements, and to conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere with the Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified utility.

IN WITNESS WHEREOF the First Party has executed this instrument the date first above written.

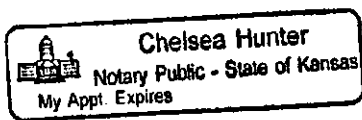

Mr. Luis Anguel Zuniga

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 1st day of June, 2022, by **Mr. Luis Anguel Zuniga**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.




NOTARY PUBLIC

My Commission Expires:

March 4th 2024

SANITARY SEWER PERMANENT EASEMENT

This indenture made this 25 day of May, 202~~7~~⁷, by and between **Darrel L. and Leila R. Merry Living Trust**, of Emporia, Lyon County, Kansas, hereinafter called to as First Party, and the **City of Emporia**, Lyon County, Kansas, a municipal corporation hereinafter called the Second Party.

WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent sanitary sewer easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a sanitary sewer main and related appurtenances and facilities, to wit:

DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT

15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11
N. 88°34'12" E. 221.68 FEET TO THE POINT OF BEGINNING, BEING 12.8 FEET WEST OF THE SOUTHEAST CORNER OF LOT 49, STANDARDS ADDITION TO THE CITY OF EMPORIA;
THENCE
N. 49°54'54" W. 45.00 FEET TO THE POINT OF TERMINATION, CONTAINING 0.03 ACRES OF PERMANENT SANITARY SEWER EASEMENT

The duration of the easement herein conveyed shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The sanitary sewer easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the sanitary sewer and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the above-specified public utility. Second Party shall save and hold the First Party harmless from any and all liability for personal injury and property damage resulting from said utility, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by the sanitary sewer construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all

times to travel over the easements and to conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere with the Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified utility.

IN WITNESS WHEREOF the First Party has executed this instrument as of the date first above written.

Darrel L. and Leila R. Merry Living Trust

Darrel L. and Leila R. Merry Living Trust

Darrell L. Merry
Mr. Darrel L. Merry

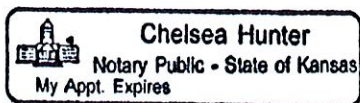
Leila R. Merry
Mrs. Leila R. Merry

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 18th day of May, 2022, by **Mr. Darrel L. Merry, Trustee of the Darrel L. & Leila R. Merry Living Trust** such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



CHM
NOTARY PUBLIC

My Commission Expires:

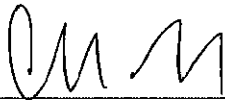
March 4th, 2024

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this 24th day of May, 2022, by **Mrs. Leila R. Merry, Trustee of the Darrel L. & Leila R. Merry Living Trust** such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

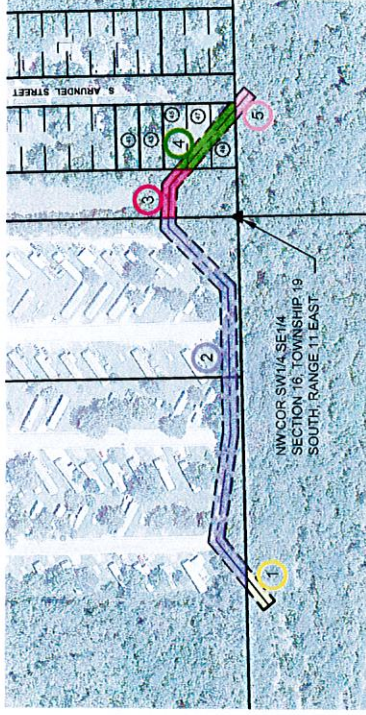
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.




NOTARY PUBLIC

My Commission Expires:

March 4th, 2024



PROJECT LOCATION MAP

1

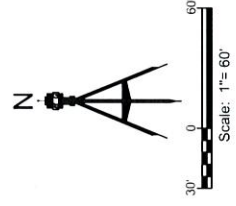
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT
FROM LYON COUNTY TO THE CITY OF EMPORIA

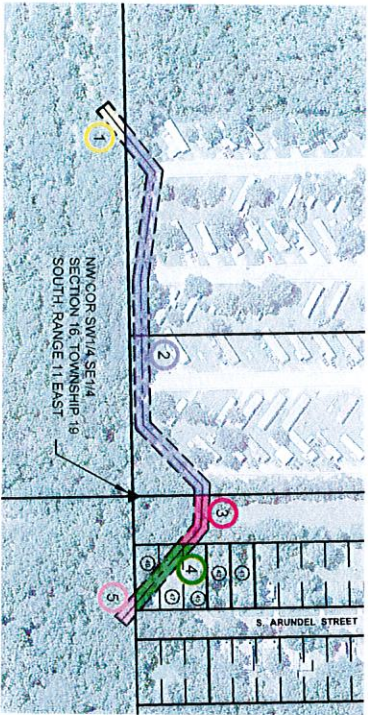
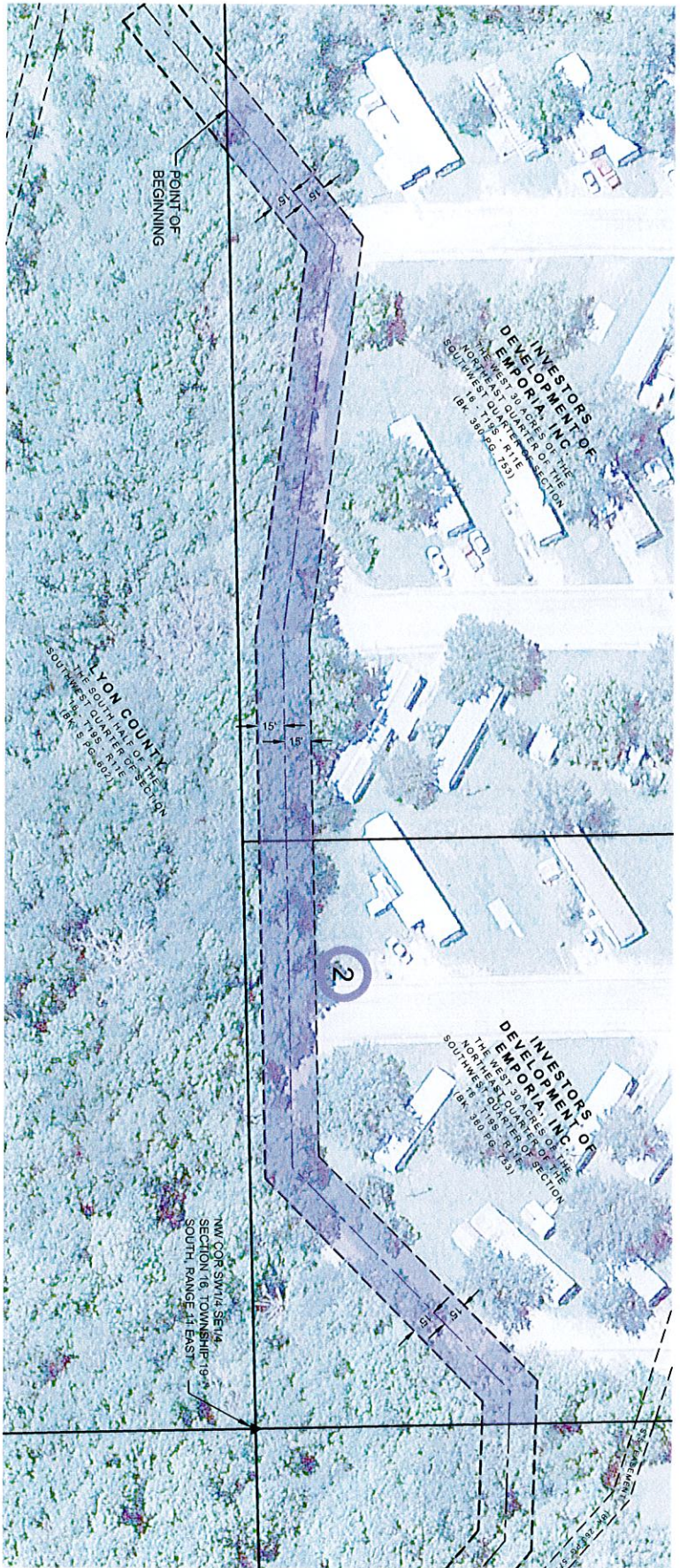
15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTH HALF OF THE
SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11
EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF
THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG
THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER
OF SAID SECTION 16
S. 88°36'22" W. 742.00 FEET TO THE POINT OF BEGINNING; THENCE
S. 51°14'31" W. 75.00 FEET TO THE POINT OF TERMINATION, CONTAINING
0.01 ACRES OF PERMANENT SANITARY SEWER EASEMENT

LEGEND

- EASEMENT LINE
- EXISTING LOT LINE
- (20) LOT NUMBER





PROJECT LOCATION MAP

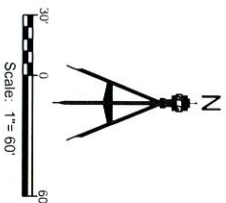
2

DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT
FROM INVESTORS DEVELOPMENT OF EMPORIA, INC. TO THE CITY OF EMPORIA
15 FEET ON EACH SIDE OF A LINE LOCATED IN THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON
COUNTY, KANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

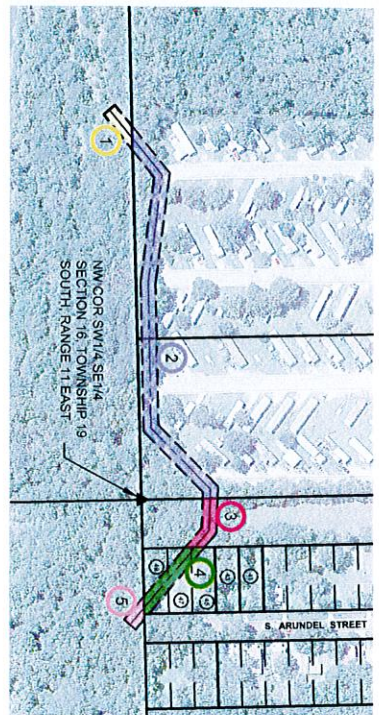
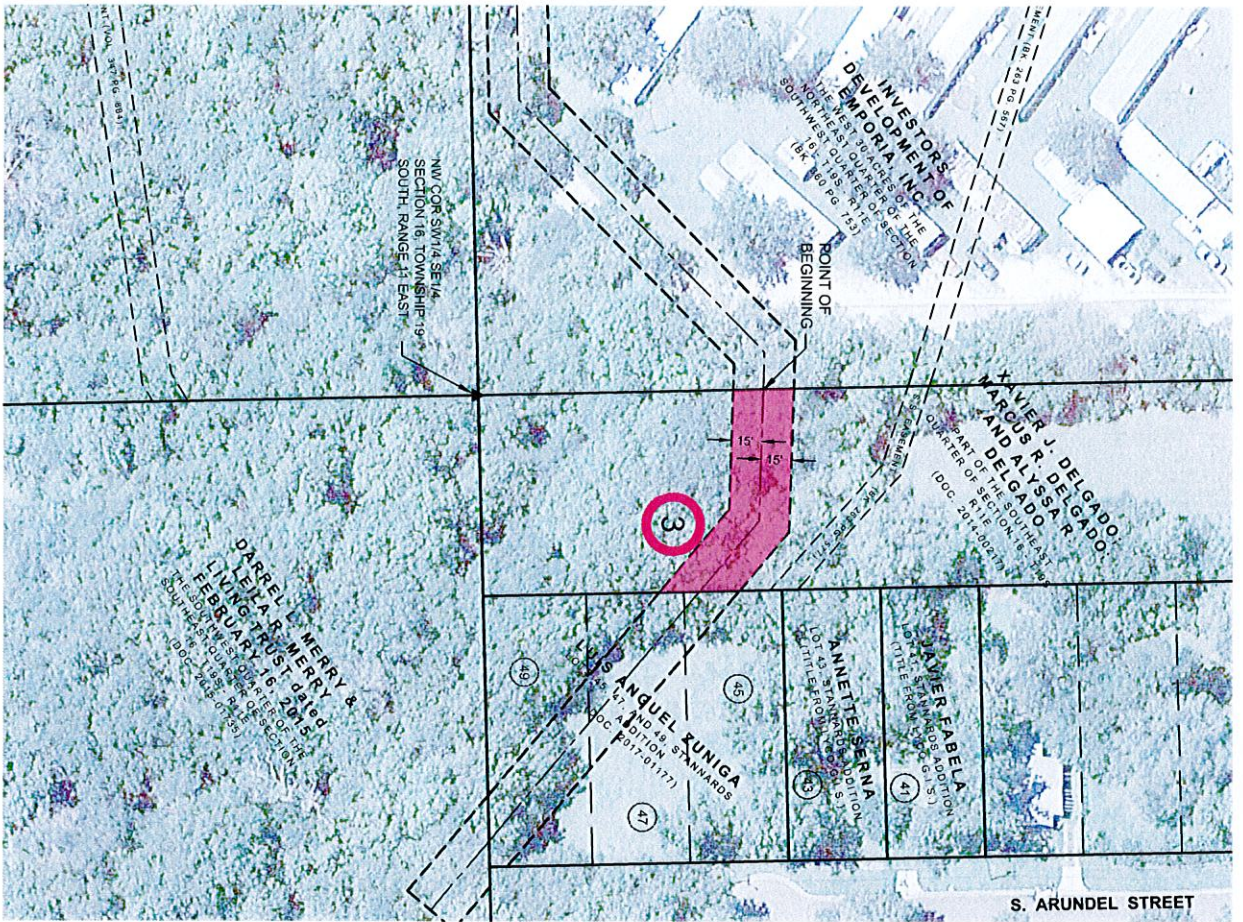
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF
OF THE SOUTHWEST QUARTER OF SAID SECTION 16
S. 88°36'22" W., 742.00 FEET TO THE POINT OF BEGINNING; THENCE
N. 51°14'31" E., 97.34 FEET; THENCE
S. 82°35'00" E., 223.00 FEET; THENCE
N. 88°51'13" E., 298.00 FEET; THENCE
N. 45°40'40" E., 175.00 FEET; THENCE
S. 88°09'02" E., 18.56 FEET TO THE POINT OF TERMINATION ON THE EAST LINE OF THE
NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, BEING 141.77 FEET N.
01°13'37" W., FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION 16, CONTAINING 0.56 ACRES OF PERMANENT SANITARY
SEWER EASEMENT

LEGEND

--- EASEMENT LINE
--- EXISTING LOT LINE
(20) LOT NUMBER



EMPORIA, KANSAS	Engineer	TDA
ARUNDEL SANITARY SEWER EASEMENT EXHIBIT	Drafter	LED
	Date	7-16-21
	Sheet No.	20-1356E



PROJECT LOCATION MAP

3

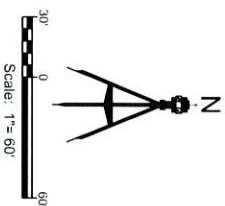
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM XAVIER J DELGADO, MARCUS R DELGADO, AND ALYSSA R DELGADO TO THE CITY OF EMPORIA

15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M. LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

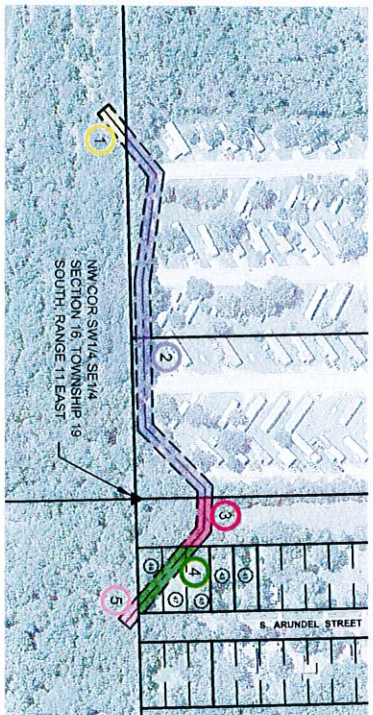
COMMENCING AT THE WEST 1/16th CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 N. 01°15'37" W. 141.77 FEET TO THE POINT OF BEGINNING; THENCE S. 88°09'02" E. 65.44 FEET; THENCE S. 49°54'54" E. 46.17 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 45, STANNARDS ADDITION TO THE CITY OF EMPORIA, BEING 41.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 45, CONTAINING 0.08 ACRES OF PERMANENT SANITARY SEWER EASEMENT

LEGEND

- EASEMENT LINE
- EXISTING LOT LINE
- (20) LOT NUMBER



EMPORIA, KANSAS	Engineer	TM
ARUNDEL SANITARY SEWER EASEMENT EXHIBIT	Drafter	UCD
	Date	7-16-23
	Project No.	20-1356E



PROJECT LOCATION MAP

4

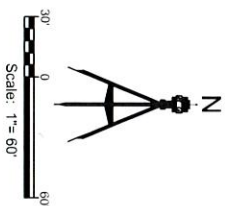
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM LUIS ANGUEL ZUNIGA TO THE CITY OF EMPORIA

15 FEET ON EACH SIDE OF A LINE LOCATED IN LOTS 45, 47, AND 49, STANNARDS ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 45 OF SAID STANNARDS ADDITION THAT IS 41.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 45, THENCE SOUTHEASTERLY TO THE SOUTH LINE OF LOT 49 OF SAID STANNARDS ADDITION TO A POINT THAT IS 12.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 49, BEING THE POINT OF TERMINATION, CONTAINING 0.11 ACRES OF PERMANENT SANITARY SEWER EASEMENT

LEGEND

- EASEMENT LINE
- EXISTING LOT LINE
- (20) LOT NUMBER

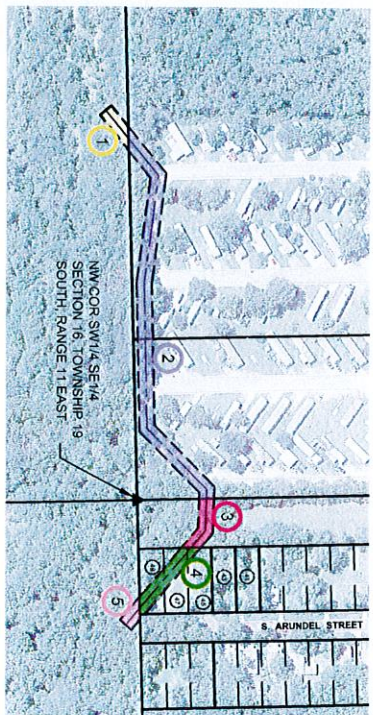
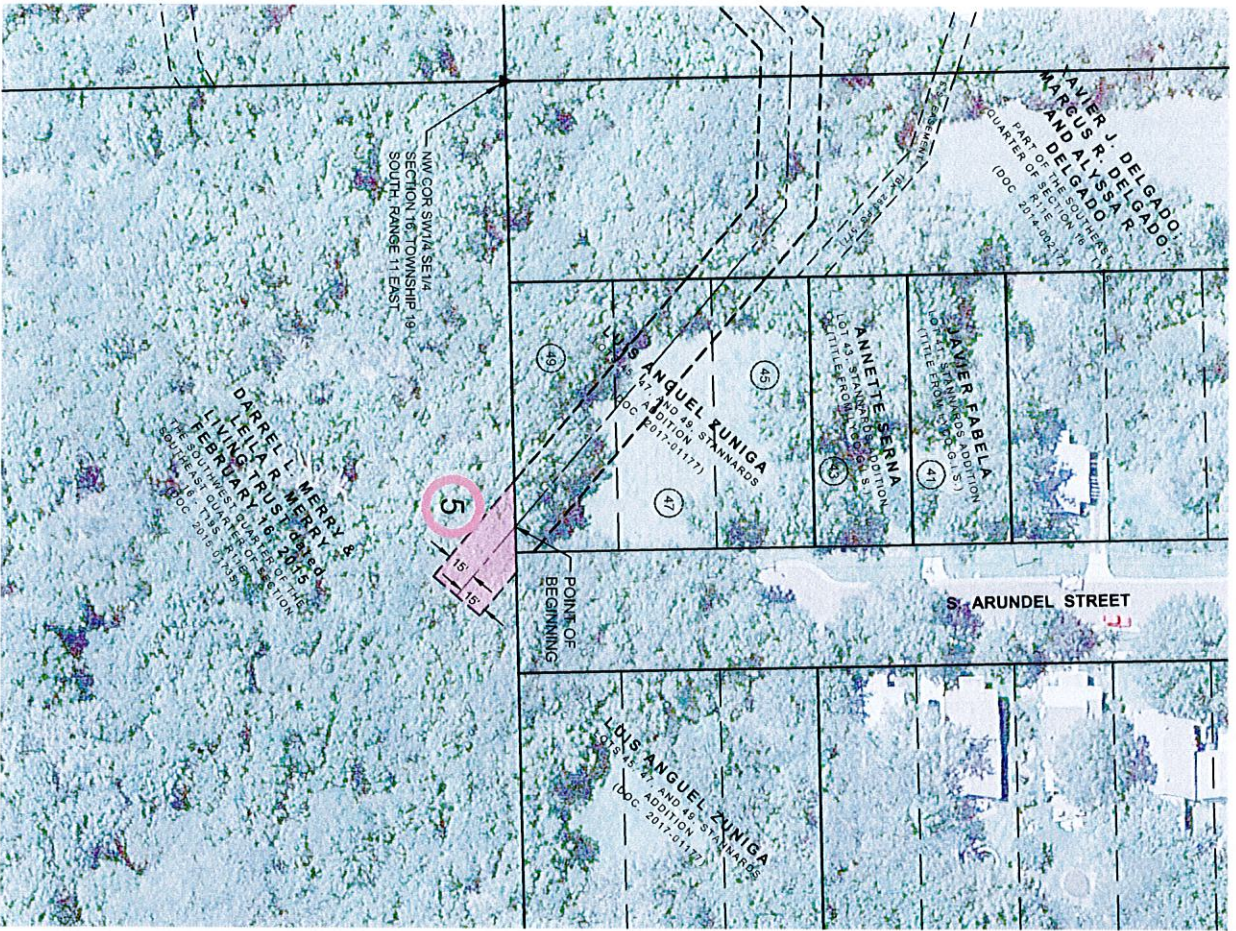


EMPORIA, KANSAS

ARUNDEL SANITARY SEWER
EASEMENT EXHIBIT

BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS

Project No.
20-1356E



PROJECT LOCATION MAP

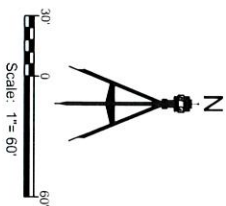
5
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM DARRELL L. MERRY & LILLIAN R. MERRY LIVING TRUST TO THE CITY OF EMPORIA

15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11 N. 88°34'12" E. 221.88 FEET TO THE POINT OF BEGINNING, BEING 12.8 FEET WEST OF THE SOUTHEAST CORNER OF LOT 49, STANNARDS ADDITION TO THE CITY OF EMPORIA; THENCE N. 49°54'54" W. 45.00 FEET TO THE POINT OF TERMINATION, CONTAINING 0.03 ACRES OF PERMANENT SANITARY SEWER EASEMENT

LEGEND

- EASEMENT LINE
- EXISTING LOT LINE
- (49) LOT NUMBER



20-1356E

EMPORIA, KANSAS

ARUNDEL SANITARY SEWER
EASEMENT EXHIBIT

BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS



Commission Action Report

Title: Informational Items

Proposed Agenda Date: June 15, 2022

Presented By: Trey Cocking, City Manager

BACKGROUND:

This is an opportunity for the City Manager 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.

DISCUSSION:

At the time this Agenda was prepared, the following items were in the works for the tentative Agenda for the June 29, 2022, Study Session.

- Appropriation and Sponsorship Request for City Funds.
- Skate Park Update.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A