



**MEETING OF THE CITY COMMISSION – AGENDA
WEDNESDAY, JULY 6, 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

PARKS & RECREATION PROFESSIONALS DAY

Presented by Tom McEvoy, Emporia Recreation Center Director; Amanda Gutierrez, Assistant Director of Operations; Jennifer Kraus, Assistant Director of Business.

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. Appoint Member to the MUPP Board.

Presented by Vice Mayor Danny Giefer & Commissioner Susan Brinkman

Recommended Action: Approve the Appointment

2. Appoint Member to the Emporia Human Relations Commission.

Presented by Mayor Becky Smith & Vice Mayor Danny Giefer

Recommended Action: Approve the Appointment

3. Accept Bid from Evergreen and Approve Contract with GAS to Administer the Grant.

Presented by Trey Cocking, City Manager & Garrett Nordstrom, GAS

Recommended Action: Accept Bid and Approve Contract

4. 2021 Annual Comprehensive Audit Report.

Presented by Janet Harrouff, Director of Administrative Services, and Michael Keenan with Hood & Associates

Recommended Action: Approve Report

5. Award the Bid for the Crack Seal Portion of the 2022 Chip Seal Project.

Presented by Dean Grant, Public Works Director

Recommended Action: Award Bid for Crack Seal Portion of 2022 Chip Seal Project.

6. Ordinance No. 22-32 Vacating an Alley within the City of Emporia.

Presented by Justin Givens, Administrator of Planning & Zoning

Recommended Action: Approve Ordinance

7. Set Bid Date & Time for South Arundel Sanitary Sewer Interceptor Improvements Project SS1903.

Presented by Jim Ubert, City Engineer

Recommended Action: Approve Date & Time

8. Resolution No. 3674 for Request of RHID Eligibility Designation for Property at 2915 W. 6th Avenue from the Kansas Department of Commerce.

Presented by Jim Witt, Special Projects Manager

Recommended Action: Approve Resolution

9. Ordinance No. 22-33 Authorizing the Issuance of Industrial Revenue Bonds on the behalf of Whittier Place II MR, LLC.

Presented by Christina Montgomery, City Attorney

Recommended Action: Approve Ordinance

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- A. Approve the minutes of the June 15, 2022, City Commission Meeting.
- B. Ratification and Approval of the Payroll Ordinances for the period ending June 17, 2022.
- C. Set Bid Date & Time for Road 180 Paving Improvements Project, Project No. PV1910, KDOT KA-6154-01.

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

EXECUTIVE SESSION

The City Commission requests an Executive Session to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships for potential economic development projects. K.S.A. 75-4319(B)(4) is the authority for this recess into Executive Session.

Recommended Action: Recess into Executive Session to discuss proprietary information of third parties for potential economic development projects for 10 minutes, inviting Special Projects Manager Jim Witt, and stating at which time the open meeting will resume.

EXECUTIVE SESSION

The City Commission requests an Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. K.S.A. 75-4319(b)(2) is the authority for this recess into Executive Session.

Recommended Action: Recess into executive session for consultation with the City Attorney regarding a contractual matter for 10 minutes and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session.

Study Session Agenda Items:

- Discuss Website
- Hornet Point
- Budget Discussion

ADJOURNMENT



PROCLAMATION

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Emporia; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS our parks and recreation professionals daily maintain our pools, beaches, campsites, marinas, picnic areas, athletic fields, skate parks, dog parks, festival venues, gardens, visitor centers, historic and cultural attractions, and many other recreational facilities and amenities normally as unsung services; and

WHEREAS Kansas local parks generate over \$1 billion in economic activity annually with the service of parks and recreation professionals; and

WHEREAS there are over 8,000 programmers, managers, maintainers, landscapers, facilitators, lifeguards, coaches, event organizers, and caretakers who plan, provide, operate, and enhance the experience of our parks, recreation programs, and facilities in the State of Kansas; and

WHEREAS the City of Emporia recognizes the benefits derived from the service of our parks and recreation professionals

NOW, THEREFORE, BE IT RESOLVED I, Becky Smith, Mayor for the City of Emporia proclaim July 15, 2022, be recognized as

PARKS AND RECREATION PROFESSIONALS DAY

in the City of Emporia.

ON THIS 6TH DAY OF JULY 2022

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

Title: Appoint Member to the MUPP Board

Proposed Agenda Date: July 6, 2022

Presented By: Vice Mayor Danny Giefer and Commissioner Susan Brinkman

BACKGROUND:

The City/County MUPP Board currently has one City member position open on the Board. Joe Foster's application has been reviewed by staff and has been through the City Commission interview appointment process.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

The initial term for this appointment is set to expire on December 31, 2024.

RECOMMENDED ACTION:

Appoint Joe Foster as a City member to the Multi-Use Path Planning Board.

ATTACHMENTS:

Mr. Foster's application for the MUPP Board.

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 02/23/2022

NAME: Joe B Foster
First Name MI Last Name

ADDRESS: 1014 neosho street
Street
emporia KS 66801
City State ZIP

Email: jfoster1@emporia.edu

PHONE: 6207571429

PLACE OF EMPLOYMENT: ESU

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 15 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
Multi-Use Planning Board (MUPP)

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

ADVISORY BOARD(S) MENTIONED ABOVE:

I have vested interested in the community. I understand the importance that MUPP has on the community and would like to be involved.

OTHER ACTIVITIES AND INTERESTS:

I am not currently serving on any other boards or committees at this time.

In Lieu of Signature, Click Here



Commission Action Report

Title: Appoint Member to the Emporia Human Relations Commission

Proposed Agenda Date: July 6, 2022

Presented By: Mayor Becky Smith & Vice Mayor Danny Giefer

BACKGROUND:

The Human Relations Commission currently has one vacancy. One application was recently received for this position, from Aaron Larson. The candidate was interviewed by the assigned City Commission representatives and City staff on June 29, 2022.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

The initial term for this appointment would expire in on June 1, 2025.

RECOMMENDED ACTION:

Approve appointment of Aaron Larson

ATTACHMENTS:

Board Application

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

RECEIVED
JUN 21 2022

BY:

DATE: 06/17/2022

NAME: Aaron T Larson
First Name MI Last Name

ADDRESS: 1114 Cottonwood St Apt 2
Street
Emporia KS 66801
City State ZIP

Email: aaron.larson@aspireforward.org

PHONE: 6203442555

PLACE OF EMPLOYMENT: Midwest Evaluation and Research, LLC

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 25 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
HUMAN RELATIONS COMMISSION

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON
THE

ADVISORY BOARD(S) MENTIONED ABOVE:

I grew up in Emporia and the surrounding area and have lived here all my life. I'd like to make a positive impact in Lyon County -- offering a youthful and progressive perspective to the county and its residents in regards to human relations claims.

OTHER ACTIVITIES AND INTERESTS:

Small business owner. Non-profit consultant. Grant writer. Beacon of Hope volunteer (suicide prevention).

In Lieu of Signature, Click Here



Commission Action Report

Title: Accept Bid from Evergreen and Approve Contract with GAS to Administer the Grant

Proposed Agenda Date: July 6, 2022

Presented By: Trey Cocking, City Manager and Garrett Nordstrom, GAS

BACKGROUND:

On April 11th, the Kansas Department of Commerce awarded the City of Emporia a \$250,000 grant to be used to improve the property located at 17 W. 4th Avenue to become a beer production facility for Radius Brewing. After the group was awarded the funds from Commerce, they solicited for construction services and received two bids.

In addition, staff is also recommending that Governmental Assistance Service be hired as the grant administrator for the project.

This is a pass-through grant, and the Radius Brewing is responsible for any grant match and the cost of the administration.

DISCUSSION:

The low bid for the project was \$320,541 from Evergreen Construction, in addition the contract with Governmental Assistance Service is \$17,000 to administer the grant.

FINANCIAL CONSIDERATIONS:

The entire cost of the project including grant administration is being paid for by Radius, and the City will not have any direct financial costs.

OTHER CONSIDERATIONS:

None

RECOMMENDED ACTION:

Accept the bid from Evergreen for \$320,541, and enter a contract with Governmental Assistance Services for \$17,000 to administer the grant.

ATTACHMENTS:

Bid Tabs
Matching Fund Agreement
Repayment Agreement
Grant Agreement
GAS Contract



6/24/22

Memo: CDBG Bid for Beer Production Facility

We received two bids for the CDBG project at 17 West 4th Street. The summary of the base bid and alternates is below. The low bidder is Evergreen who is located in Emporia, KS.

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Total
Mitchel-Markowitz	77390	50501	138797	5716	5600	46604	43603	368211
Evergreen	109915	29080	103430	3516	8047	56144	10409	320541

We had an in-depth meeting with Evergreen on 6/23 at 10:30 to review their bid and confirmed compliance with the contract documents and CDBG requirements for the project. We therefore recommend proceeding with Evergreen for the project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ben Moore'.

Ben Moore, AIA
Founder & Principal Architect
Ben Moore Studio, LLC
785-560-3111
www.benmoorestudio.com
ben@benmoorestudio.com

CITY OF EMPORIA
MATCHING FUNDS AGREEMENT
(Downtown Commercial Rehabilitation)

This agreement made and entered into this **29th day of June 2022**, by and between the **Emporia, Kansas**, hereinafter referred to as "Grantee" and **William Lauer II, Joseph Lauer and James Lauer**, hereinafter referred to as "the property owner."

Whereas, the Grantee is entering into a Grant Agreement No. **22-CR-004** with the State of Kansas, Department of Commerce;

And, Whereas, the grant awarded under said agreement will facilitate the **renovation of a commercial property owned by William Lauer II, Joseph Lauer and James Lauer. Property is located at 17 W. 4th Ave, Emporia, Kansas.**

Now, therefore, in consideration of the mutual covenants herein contained, and in consideration of the execution of said Grant Agreement by the Grantee and completion of the project contemplated by the said Grant Agreement, it is understood and agreed by the parties as follows:

1. The Property owners recognize and acknowledge the terms of the Grant Agreement No. **22-CR-004**, is familiar with the terms thereof, and agrees to comply with the terms thereof.
2. The Property owner especially acknowledges the terms of the Grant Agreement in **Part V-B** thereof, which refers to the private match requirement in the Grant Agreement. **The total private match of \$111,317 will be provided by William Lauer II, Joseph Lauer and James Lauer for the purpose which the city applied to the Department of Commerce for Community Development Block Grant assistance.**
3. In the event that the property owners fail to provide the amount of matching funds set forth in Part V-B of the Grant Agreement, the Department reserves the right to reduce the amount of funds provided to the Grantee for the project by a proportionate amount or to terminate the project entirely.
4. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

The **City of Emporia, Kansas**

Attest:




Grantee Clerk

By: 

Mayor

Repayment Agreement

THIS AGREEMENT made this 29th day of June 2022 (date) by and between the **City of Emporia** (hereinafter the "CITY") and **William Lauer II, Joseph Lauer and James Lauer** (Hereinafter referred to as **PROPERTY OWNER**),

WHEREAS, the CITY is authorized to administer CDBG Commercial Rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development;

WHEREAS, the **PROPERTY Owner** has applied to the CITY for funding through the CDBG grant program;

WHEREAS, the CITY has determined that the **PROPERTY Owner** is qualified for receipt of a Commercial Rehabilitation grant in accordance with all program rules;

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars;

WHEREAS, the **PROPERTY Owner** desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed **\$250,000** in CDBG Commercial Rehabilitation grant dollars on behalf of the **PROPERTY Owner**;

NOW THEREFORE the parties do mutually agree as follows:

1. The property is located at **17th W. 4th Ave, Emporia, Kansas.**
2. The **PROPERTY OWNER** shall commence business operations in the renovated building within one year of the date of issuance of the Certificate of Completion.
3. The **PROPERTY OWNER** shall continue to own and maintain insurance on the structure rehabilitated with CDBG funds for a period of three (3) years after the date of issuance of the Certificate of Completion.
3. The **PROPERTY OWNER (s)**, shall hold title to the property for a period of three years after the date of issuance of the Certificate of Completion (the Retention Period). In the event the **PROPERTY OWNER (s)** sells the property within the three years of the date of issuance of the Certificate of Completion the **PROPERTY Owner** shall repay the CITY, a sum of money to be calculated on a monthly prorated basis based on the three-year Retention Period.

4. The PROPERTY Owner further agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the date of issuance of the Certificate of Completion, the PROPERTY Owner shall repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the PROPERTY Owner received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.
5. In the event the PROPERTY Owner retain the real property for the full three (3) year Retention Period, this agreement shall expire and become null and void.
7. If, as a part of the wider project, the PROPERTY OWNER must undertake additional renovations above and beyond that of the Commercial Rehabilitation scope of work as described in the Grant Agreement, the PROPERTY OWNER must begin work on the additional renovations immediately after the date of issuance of the Certificate of Completion.
8. If the PROPERTY OWNER must undertake additional renovations under Section 7, failure to complete work on the additional renovations and commence business operations within one year of the date of issuance of the Certificate of Completion will result in the PROPERTY OWNER being required to pay back all Grant Funds to the **City of Emporia**. The **City of Emporia** will forward the funds received from the PROPERTY OWNER for repatriation to the Kansas Department of Commerce.
9. The CITY and PROPERTY Owner agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

City of Emporia

By: Becky Smith

Date: 6-29-22

SUBSCRIBED AND SWORN TO before me this 29 day of JUNE, 2022

Notary Public:

[Signature]

My appointment expires: 09-14-24



STATE OF KANSAS
GRANT AGREEMENT NO. 22-CR-004
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Emporia

I. Grant Agreement

- A This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the City of Emporia, Kansas, hereinafter called the "Grantee." This Agreement is being made pursuant to an application by the Grantee for the renovation of a commercial property owned by William Lauer II, Joseph Lauer and James Lauer. Property is located at 17 W. 4th Ave, Emporia, Kansas.

This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated April 11, 2022, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files), the Repayment Agreement and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program - Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on May 1, 2022 hereinafter called the "Commencement Date," and shall be complete on April 30, 2024, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of \$250,000 in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Owner shall provide \$111,317, in cash to match this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$250,000. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.
- G. The Grantee shall ensure that the sub-grantee has entered into a contract with a general contractor for work detailed in the Approved Project Application no later than 12 months from commencement date. Failure to meet this obligation may result in the termination of this contract and the forfeiture of grant funds.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Emporia, Kansas
(Grantee)

By: Becky Smith Mayor
(Name) (Title)

(SEAL)
ATTEST: Becky Smith
(For the Grantee)



SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **April 11, 2022**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **April 30, 2024** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **July 30, 2024**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

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, an officer or employee of Congress, or an employee of 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

CONTRACT FOR ADMINISTRATION SERVICES
FOR THE CITY OF EMPORIA, KANSAS CDBG
COMMERCIAL REHABILITATION PROJECT

THIS CONTRACT made this 6TH day of JULY 2022, between GOVERNMENTAL ASSISTANCE SERVICES DBA WESTERN CONSULTANTS (THE CONSULTANT), PO Box 187, Lawrence, Kansas 66044, and the CITY OF EMPORIA, KANSAS (THE CITY).

WHEREAS, THE CITY, is engaged in a CDBG Community Improvement project, and,

WHEREAS, completion of this project requires the services of a qualified Administrator;

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANT until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of THE CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All of the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF WESTERN CONSULTANTS

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service, but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State departments involved in the project.
- Perform necessary account procedures, relating to this project, until project is completed.
- Assist the City and Contractors with adherence to Affirmative Action rules and regulations.

- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Assist with Environmental Assessment Report.
- Prepare documentation relating to Release of Funds from State departments involved.
- Prepare “No Significant Impact” certificate.
- Work closely with City Staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.
- Work closely with all State departments and furnish additional information they may request.
- Attend monitoring visits set up by State departments.
- Perform additional duties as may be required.
- Assist City in securing qualified Audit firm.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State departments involved in project.
- Operate within Federal and State guidelines, specifically:
 1. Title VI Civil Rights Act of 1964
 2. Section 109 Certifications
 3. Section 504 Certifications
 4. Age Discrimination Act of 1975
 5. Fair Housing Amendments Act of 1988
 6. Executive Order 11063 Certifications

7. Kansas Act Against Discrimination
8. Executive Order 11246 Certifications
9. Section 3 Certifications
10. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
11. Section 503 of the Rehabilitation Act of 1973 as amended
12. 24 CFR 85 as modified by CFR 570 Subpart J
13. Title 1 of the Housing & Community Development Act of 1974 as amended
14. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act)
15. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)

- Assist the City in developing a financial management system which will meet State and Local standards.
- Comply with all applicable laws, ordinances and codes for the State and Local governments.
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

THE CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY, setting forth the provisions of this non-discrimination clause.

5. AUDIT

THE CITY may be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project. The expense for this audit will be the responsibility of the City.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT shall take appropriate steps to insure compliance.

7. INTEREST OF WESTERN CONSULTANTS AND EMPLOYEES

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY, agrees to pay THE CONSULTANT a fee for the services outlined. THE CONSULTANT agrees to accept payments due under this Contract through payment by T3LB in lieu of payment directly from THE CITY. All administration fees will be paid directly to CONSULTANT by T3LB.

The fee, for these services, will be as follows:

Services will be billed at \$125.50 per hour not to exceed \$17,000.00 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the \$17,000.00 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$125.50.

In no way can the contract be changed without a written amendment approved by the CITY and T3LB Inc.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

Trey Cocking- City Manager

ATTEST: _____
Kerry Sull - City Clerk

(SEAL)

Garrett Nordstrom
Owner - Western Consultants

Jim Lauer
Owner-T3LB



Commission Action Report

Title: 2021 Annual Comprehensive Financial Report

Proposed Agenda Date: July 6, 2022

Presented By: Janet Harrouff, Director of Administrative Services
and Michael Keenan, Hood & Associates

BACKGROUND:

The City has contracted with Hood and Associates to conduct an annual audit of the financial reports of the City of Emporia. They will also conduct a Single Audit if the Federal Grants received is more than \$750,000.

DISCUSSION:

Michael Keenan with Hood and Associates CPAs will be in attendance to review the City of Emporia's 2021 Annual Comprehensive Financial Report and Single Audit Report.

FINANCIAL CONSIDERATIONS:

None

OTHER CONSIDERATIONS:

None

RECOMMENDED ACTION:

Accept the 2021 Annual Comprehensive Financial Report

ATTACHMENTS:

Management letter
2021 Annual Comprehensive Financial Report
Single Audit Report



Commission Action Report

Title: Award Bid for the Crack Seal Portion of the 2022 Chip Seal Project

Proposed Agenda Date: May 4, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

On Tuesday June 7, 2022, the Street Division opened bids for the 2022 Chip Seal Project. We received one bid from APAC-Kansas, Inc. The bid amount was 58% higher than the budgeted amount for the project, mostly due to the increases in oil prices.

DISCUSSION:

The street division would like to contract with APAC-Kansas, Inc. to perform the crack seal portion of the project. This will help extend the life of the pavement and the subgrade by stopping water from entering the cracks and freezing or soaking into the road base and creating soft areas that will become potholes.

FINANCIAL CONSIDERATIONS:

The budget for the project is \$200,000.00, and the bid for the crack seal portion was \$58,870.00. APAC-Kansas, Inc. would need to add \$1,595.00 to the contract to cover their insurance and bond costs, bringing the total contract price to \$60,465.00

OTHER CONSIDERATIONS:

The remaining balance of the budgeted amount (\$139,535.00) would be used to complete some of the add alternates from the 2022 street rehab project.

RECOMMENDED ACTION:

Award the crack seal portion of the 2022 Chip Seal Project to APAC-Kansas, Inc. in the amount of \$60,465.00.

ATTACHMENTS:

APAC-Kansas Bid

Proposal Form for Complete 2022 Chip Seal Project

Completion of this proposal form shall be an indication the vendor has read and accepted the terms outlined in the proposal instructions.

Estimated Project Start Date: 8-15- 2022
 Estimated Number of Days Required to Complete Project: 9 -15-2022

Edge Milling				Skim Coat				Crack Seal				Chip Seal				FOG Seal			
Estimated Square Yard to be Edge Milled	Cost Per Square Yard Milled	Total Cost for Edge Milling	Estimated Tonnage of Leveling Course to be Laid	Cost Per Ton Laid	Total Cost for Leveling Course	Estimated Pounds of Crack Seal to be Applied	Cost Per Pound	Total Cost for Crack Seal	Estimated Square Yards of Chip Seal to be Laid	Cost Per Square Yard Laid	Total Cost for Chip Seal	Estimated Square Yards of FOG Seal to be Applied	Cost Per Square Yard Applied	Total Cost for FOG Seal					
12,034	2.51	30205.34	20	273.01	5460.20	14,500	4.06	58870.00	49,064	3.50	171724.00	49,064	1.00	49064.00					

Total Project Cost:
 \$315,323.54

Firm: Apac Kansas

Owner's Signature: 

Business Address: 302 Perrow St

Owner or Manager: David W Dorman

Comments:

Name of Project: 2022 CHIP SEAL**By: Emporia Engineering****Project No. n/a****Final**

2022 Chip and Fog Seal				
STREET	From	To	SF	SY
3rd Avenue	Neosho Street	Rural Street	10,880	1,209
8th Avenue	Congress Street	West Street	38,955	4,328
8th Avenue	West Street	Walnut Street	15,860	1,762
8th Avenue	Woodland Street	Prairie Street	21,190	2,354
10th Avenue	State Street	Neosho Street	7,130	792
Arundel Street	9th Avenue	Dead End	15,990	1,777
Grove Avenue	West Street	Walnut Street	14,945	1,661
Neosho Street	3rd Avenue	6th Avenue	42,750	4,750
Rural Street	9th Avenue	12th Avenue	37,820	4,202
Sherman Street	3rd Avenue	5th Avenue	16,500	1,833
Sherman Street	5th Avenue	6th Avenue	17,700	1,967
State Street	Railroad	4th Avenue	11,542	1,282
State Street	4th Avenue	6th Avenue	22,960	2,551
State Street	6th Avenue	7th Avenue	16,340	1,816
State Street	7th Avenue	8th Avenue	11,115	1,235
State Street	8th Avenue	12th Avenue	49,020	5,447
Walnut Street	8th Avenue	9th Avenue	9,660	1,073
Washington Street	Grove Avenue	12th Avenue	18,000	2,000
West Street	3rd Avenue	4th Avenue	12,245	1,361
West Street	4th Avenue	5th Avenue	10,395	1,155
West Street	5th Avenue	6th Avenue	9,250	1,028
Wilson Street	6th Avenue	7th Avenue	15,600	1,733
Wilson Street	7th Avenue	9th Avenue	15,730	1,748
Chip Seal Total				49,064
Gavin Road	WWTP Gate	Logan Avenue	Crack Seal Only	3,500
Crack Seal				11,000
Leveling Course (1" Avg)				20
Edge Milling				12,034
CHIP SEAL TOTAL COST				

* This Estimate does not include Mobilization or Traffic Control



Commission Action Report

Title: Ordinance No. 22-32 Vacating an Alley Within the City of Emporia

Proposed Agenda Date: July 6, 2022

Presented By: Justin Givens, Administrator of Planning & Zoning

BACKGROUND:

At their May 17th meeting, the Emporia Metropolitan Planning Commission did recommend approval of an ordinance that would vacate an alley in Hammond Park. Attached is the staff report to the Planning Commission with attachments and an excerpt of minutes from the May 17th meeting.

DISCUSSION:

The vacation of this alley would allow for the city to proceed with the sale of a portion of the park to the property owner located at 305 W. 18th Avenue. The property owner has been maintaining a driveway and stone wall on a portion of the alley/park. It was unknown to city staff and the property owner that in fact, this particular area was actually within the alley easement or the original plat.

Originally considered at the March 15th meeting, the Planning Commission sought public comment but did not technically hold the required public hearing. Upon consultation with the City Attorney, it was determined that the Planning Commission should advertise and officially hold a public hearing on the matter. A notice was reissued to all property owners within a 200 ft. radius of the alley and at the public hearing conducted by the Planning Commission at their May meeting, no property owner spoke against the vacation. The Utility Advisory Committee has also reviewed the proposed vacation and has no objection.

FINANCIAL CONSIDERATIONS:

There are no direct financial considerations for this item. The vacation will be one of several steps in selling a portion of the property to the adjacent property owner.

OTHER CONSIDERATIONS:

The Governing Body, when considering a recommendation from the Planning Commission on a Vacation may; 1) Adopt the ordinance as presented or with additional reservations of lesser easements that the Governing Body sees fit; 2) Overriding the Planning Commission's recommendation by a simple majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

RECOMMENDED ACTION:

Staff is recommending the Governing Body adopt the Ordinance vacating the alley.

ATTACHMENTS:

Excerpt of Minutes from the May 17th Planning Commission Meeting Including Staff Report

Aerial Map

Subdivision Plat

Vacation Ordinance

ORDINANCE NO. 22-32

AN ORDINANCE VACATING A CERTAIN ALLEY RIGHT OF WAY IN THE CITY OF EMPORIA, KANSAS.

WHEREAS, A Petition was filed by the City of Emporia with the Emporia-Lyon County Metropolitan Area Planning Commission requesting vacation of certain described alleys; and

WHEREAS, A Public Hearing was conducted concerning the request for vacation; and

WHEREAS, no written objection was filed with the City Clerk at the time of or before the Public Hearing by an owner or adjoining owner who would be a proper party to the Petition, but has not joined therein;

NOW, THEREFORE BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas:

SECTION 1. The following described public alley right-of-way is hereby ordered vacated:

Vacated portion of the described alley: A 20-foot-wide alley right of way lying immediately east of lots 41 through 80 and immediately west of lots 81 through 120, in Organ's Subdivision of Lot Thrity-Eight in the Town of Normal, an Addition to the City of Emporia, Lyon County, Kansas.

SECTION 2. This ordinance shall take effect upon publication in the official city newspaper.

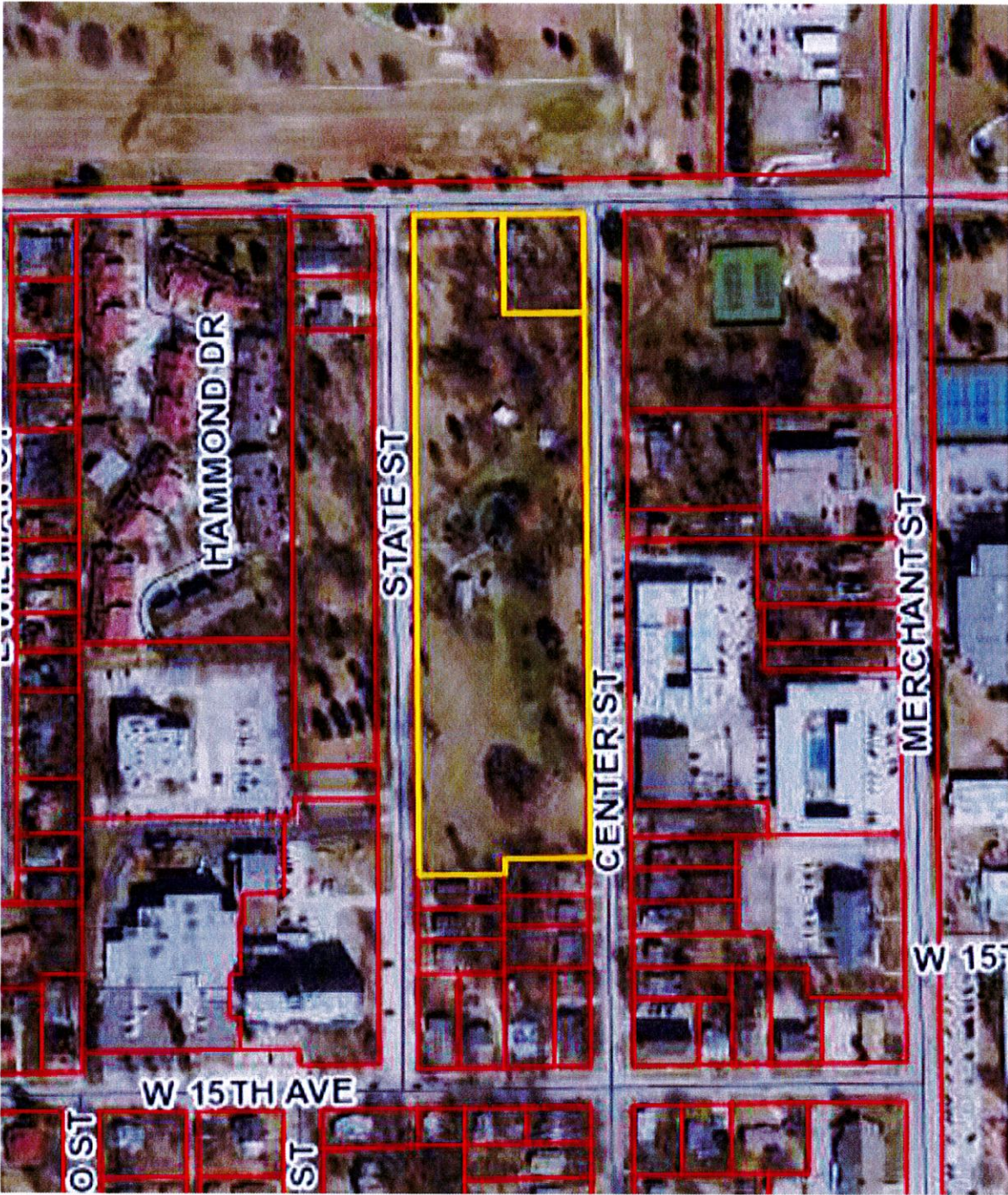
PASSED AND APPROVED this 6th day of July 2022.

BECKY SMITH, Mayor

ATTEST:

KERRY SULL, City Clerk

ALLEY VACATION AERIAL



EXCERPT OF MINUTES- 5/17/2022

EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, May 17, 2022, with Chair Thomas presiding. Members Bucklinger, Weaver, Barnes, and Duncan were present.

Member Colson was absent.

City staff: Justin Givens and Moriah Keen were present.

Chair Thomas called the meeting to order, five members were present.

Old Business:

2a. Consider an Application PC VAC 2022-01 Requesting the Vacation of a Platted Alley Generally Located In Hammond Park.

Chair Thomas confirmed that the Planning Commission has a quorum.

Chair Thomas asked if proper notice had been given and if the City had jurisdiction on the item.

Givens confirmed that proper notice was provided to the newspaper and the property owners within 200ft of the property for the original public hearing, and that the City had jurisdiction.

Chair Thomas asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No commissioners recused themselves due to a conflict of interest and no ex parte communications were reported.

Givens gave the staff report:

Application #: PC VAC 2022-01

Applicants: City of Emporia

Requested Action: Recommend the Approval of Vacating a Platted Alley in Hammond Park

Purpose: Applicants desire to vacate an alley that has been platted including a portion that has been maintained as part of a private residence.

Address: Generally located east of State St., west of Center St., and south of 18th Ave. (Hammond Park)

Legal description: The 20-foot alley lying immediately east of lots 41 through 80 and immediately west of lot 81 through 120 in Organ's Subdivision of Lot Thirty-Eight in the Town of Normal, an Addition to the City of Emporia, Lyon County, Kansas.

Lot Size: N/A

Existing Zoning: Public Use District / Residential

Future Zoning in ELC Comp. Plan: Public Use District

Updated Analysis:

This was considered at the March 2022 meeting, but a technicality is requiring the Planning Commission to reconsider the item. A public hearing is necessary when considering a vacation, and while public comment was sought, an actual public hearing was not held. Staff has resent notification to adjacent property owners, and published a revised public hearing notice in the paper.

There have been no changes in the conditions that warranted the original vacation, and staff has, to date, not received any comment from the public against the vacation. Staff still recommends the approval of the vacation to clean-up property line issues for the homeowner at 305 W 18th.

Original Analysis:

An alley was originally platted between lots 41 through 80 and lots 81 through 120 in the Organ's Subdivision in 1888. Since the original platting, Hammond Park as well as several houses were developed in the area. One of those properties located at 305 W 18th has had a driveway and stonewall located within the alley since being built in 1924.

The vacation of the alley, and subsequent transfer of a portion of the property, will clean up ownership issues for the property owner.

Considerations: There are no private utilities within the alley, city sewer and water lines bisect the alley in several locations. A utility easement will be preserved once the alley is vacated. The utility lines are also located within Hammond Park, and do not enter onto private property so the need for utility easements is reduced.

The Utility Advisory Board meet on December 21, 2021, and recommends approval of the vacation.

Neighborhood Communications: At the time of writing this report, staff has had several phone calls about the vacation, but has received no objections from any member of the public.

Recommendation: Staff recommends the Planning Commission forward a recommendation to approve the vacation to the Governing Body based upon a finding that;

1. Due and Legal Notice has been given – notices were mailed to all abutting property owner and owners within 200 ft. of the alley, as well as provided in the official newspaper as prescribed by law.
2. No private rights will be injured or endangered – the vacation will actually facilitate abutting property owners to clean ownership of property that is maintained in a private manner.
3. The public will suffer no loss or inconvenience, Hammond Park will still be open as a public park and all public utility lines will still have access to be maintained in necessary if the vacation is approved.

Applicable Regulations: Section 12-4 Vacation of Streets, Alleys, Easements, and Plats

SECTION 12-4 VACATION OF STREETS, ALLEYS, EASEMENTS AND PLATS

12-401. a. The following procedures are provided to vacate streets, alleys or other public reservations such as, but not limited to public easements, dedicated building setback lines, access control, or a part thereof, and including all or parts of recorded plats within the corporate limits of the City:

1. Petitions for vacations received from the Governing Body, the owner of platted land or the owner of land adjoining on both sides of any street, alley, easement or other public reservation may be filed with the Zoning

Administrator.

2. The petition shall be reviewed by and comments submitted to the Planning Commission by the Utility Advisory Committee.
3. Following its receipt of the comments of the Utility Advisory Committee, the Planning Commission shall make a recommendation to the Governing Body as to whether the vacation should be approved or disapproved and with or without conditions attached. If the Planning Commission determines that:

- (a) due and legal notice has been given;
- (b) no private rights will be injured or endangered; and
- (c) the public will suffer no loss or inconvenience;

then the Planning Commission shall recommend that such vacation be approved and entered at length in the minutes. Such recommendation may provide for the reservation to the City and/or the owners of any lesser property rights for public utilities, rights-of-way and easements for public service facilities originally located in such vacated land or planned for the future. The petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk by any owner who would be a proper party to the petition, but has not joined therein. Furthermore, when only a portion of a street, alley or public reservation is proposed to be vacated, the petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk by any owner of lands which adjoin the portion to be vacated. The recommendation of the Planning Commission to the Governing Body shall be made as provided by K.S.A. 12-752 for the submission and approval of a final plat, and the Governing Body may approve or disapprove the vacation or approve it with or without reservation of lesser easements than as recommended by the Planning Condition.

4. Following the approval of the vacation by the Governing Body, the City Clerk shall certify a copy of the order to the Lyon County Register of Deeds.

Attachments: Aerial Map/Original Plat with Vacation Area highlighted

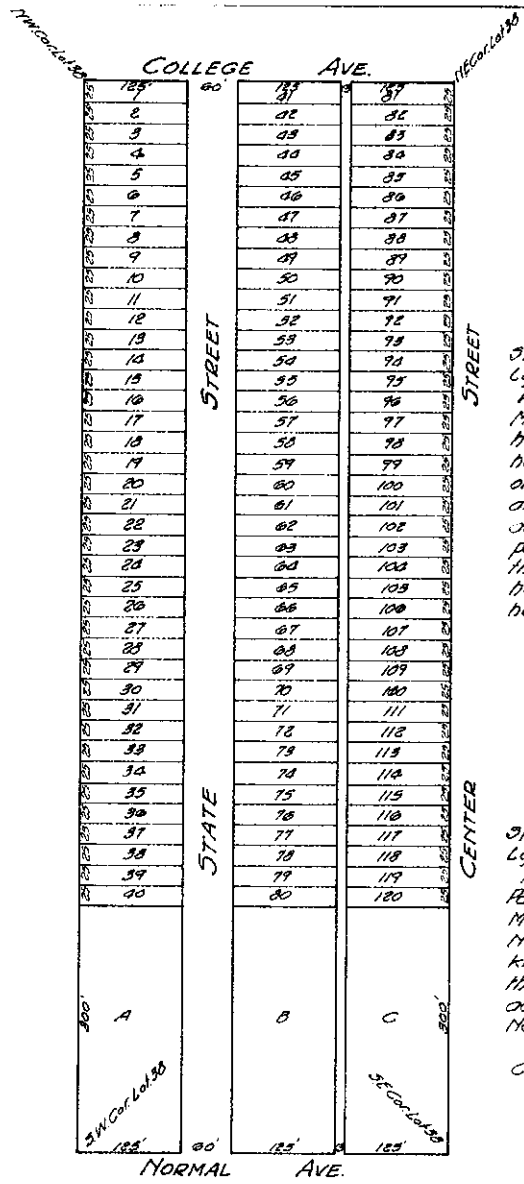
The Public Hearing was opened.

The City of Emporia (the applicant) had no further information to be provided.

There was no comment from the public during the public hearing.

The Public Hearing was closed.

Commissioner **Duncan** made a motion to approve Application PC VAC 2022-01. Commissioner **Bucklinger** seconded the motion. There was no further discussion. **Approved 5-0.**



PLAT OF ORGAN'S SUBDIVISION

of
Lot Thirty Eight in the TOWN of NORMAL, an Addition
to the City of Emporia, Lyon County, Kansas.

State of Kansas ss
Lyon County
We, W.M. Morgan and Minnie L. Morgan his wife, T.G. Wibley and
Maria L. Wibley, his wife, N.E. Weaver and Gerlie W. Weaver,
his wife, the owners of the above described land platted
hereon, do hereby certify the said plat is a true and correct
one showing the lots intended for sale by their boards and
dimensions as well as by their numbers, also the streets
and Alleys by their names and dimensions intended for
public use and we do hereby set aside and donate to
the use of the public forever the streets and alleys
hereon shown. In witness whereof we have hereunto set our
hands this thirty first day of August A.D. 1888.

W.M. Organ
N.E. Weaver
Gerlie W. Weaver
T.G. Wibley
Maria L. Wibley
Minnie L. Organ

State of Kansas
Lyon County
Personally appeared before me, the undersigned, a Notary
Public in and for said County, W.M. Morgan and Minnie L.
Morgan, his wife, T.G. Wibley and Mary L. Wibley, his wife,
N.E. Weaver and Gerlie W. Weaver, his wife, personally
known to me to be the same persons who executed
the above instrument of writing and such persons duly
acknowledged its execution. Witness my hand and
Notarial Seal this thirty first day of August A.D. 1888.

A.O. Whorton
Notary Public

Com Term expires June 25/89.
(Seal)

This Plat was Filed for record September 4th, 1888, at 4:30 P.M.
Elsa Moore, Register of Deeds
By W.E. Bray, Deputy.

Redrawn from Old Plat
January 10, 1957.
L.M. Gault, Draftsman.



Commission Action Report

Title: Set Bid Date & Time for South Arundel Sanitary Sewer Interceptor Improvements (36" Sanitary Sewer Aerial Crossing Mitigation) Project SS1903

Proposed Agenda Date: July 6th, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

In June 2019, the City hired a contractor for a temporary repair to the damaged 36" Sanitary Sewer Aerial Creek Crossing near South Arundel. The city's contractor constructed a better temporary repair shortly thereafter. Since that time of the Spring 2019 floods, City staff and our consulting engineer BG Consultants have applied for Department of Homeland Security Federal Emergency Management Agency funding for the base repair and mitigation repairs to this aerial sanitary sewer crossing. The base repair to the damaged aerial crossing has been awarded funding in the amount of \$724,904.46 (of which FEMA pays 75% & the state 10%). The mitigation repair project (\$1,750,000) eliminates the need for the damaged and another upstream aerial sanitary sewer crossing (including long term maintenance) and re-aligns the sewer higher on the embankment. Because there are impending FEMA timelines to awarding and constructing these sewer improvements, it is City staff's recommendation to set Bid Date & Time for the project as stated below.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

FEMA has approved funding for the \$724,904.46 base repair project at 75% FEMA/10% State/15% City funding. The City will issue bonds for our share of the Mitigation Repair (\$1.75M) project if not funded by FEMA (\$1,135,000 City Share) or if funded by FEMA (\$265,000 City Share)

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Set Bid Date & Time for South Arundel Sanitary Sewer Realignment Project on August 9th, 2022.

ATTACHMENTS:

Invitation to Bid.

Advertisement for Bids
Emporia, Kansas
South Arundel Sewer Interceptor Improvements
Project No. SS1903
FEMA Work Order No. 62944
FEMA Damage No. 398489
BG 20-1356E

Sealed Bids for the construction of the South Arundel Sewer Interceptor Improvements will be received by the City of Emporia at the City's Clerk's Office at 104 East 5th Avenue, Emporia, KS, 66801 until 3:00 p.m. on Tuesday, August 9, 2022, at which time the Bids received will be publicly opened and read. A non-mandatory pre-bid conference will be held at 2:00 p.m. on Tuesday, August 2, 2022, at the same location. The Project consists of constructing replacement of a 36" sewer main consisting of the following approximate quantities of work:

1. 48" Diameter Sewer Main	1,041	Lin Ft
2. 36" Diameter Sewer Main	167	Lin Ft
3. 6' Diameter Sewer Manhole	1	Each
4. 7' Diameter Sewer Manhole	4	Each
5. 8' Diameter Sewer Manhole	2	Each
6. Special Connection Manhole	1	Lump Sum
7. Removal of Existing Aerial Crossing	2	Lump Sum
8. Flowable Fill	761	Cubic Yd
9. Asphalt Rehabilitation	986	Sq Yd
10. Chip Seal	7,969	Sq Yd

Bids will be received for a single prime Contract. Bids shall be on unit price basis.

The Issuing Office for the Bidding Documents is Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Prospective Bidders may examine the Bidding Documents at the following:

1. City of Emporia Engineering Office, 522 Mechanic St, Emporia, KS
2. BG Consultants, Inc, 2508 W. 15th Avenue, Emporia, KS (620) 343-7842
3. BG Consultants Inc. www.bgcons.com
4. Drexel Technologies www.drexeltech.com

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at www.drexeltech.com. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Contract Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Non-refundable corporate, certified, or cashier's checks shall be made payable to Drexel Technologies. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office. Additional assistance is available at distribution@drexeltech.com.

Bid security shall be furnished in accordance with the Instructions to Bidders.

All persons awarded and /or entering into contracts with the Owner shall be subject to and required to comply with applicable county, state and federal provisions pertaining to nondiscrimination, labor standards, equal employment opportunity and affirmative action on public contracts.

The Owner reserves the right to reject any and all bids and to waive any irregularities therein.

Kerry Sull
City Clerk
Emporia, KS
Publication Date:

INDEX OF SHEETS

- ### LEGEND

EASEMENT LINE

-

- UTILITY COMPANY CONTACTS

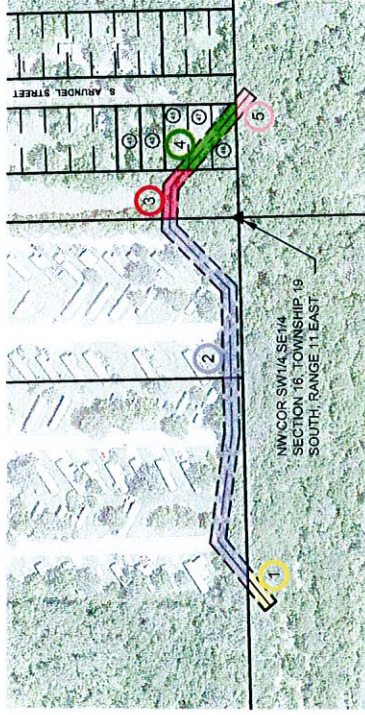
- ## SUMMARY OF QUANTITIES

LYON COUNTY

KEY TO COUNTIES



BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS
4806 Vue du Lac Place Manhattan KS 66503
T 1.785.537.7448 Web www.bgcons.com
Lawrence Hutchinson Emporia



PROJECT LOCATION MAP

1

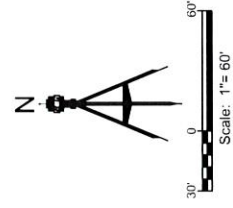
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT
FROM LYON COUNTY TO THE CITY OF EMPORIA

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



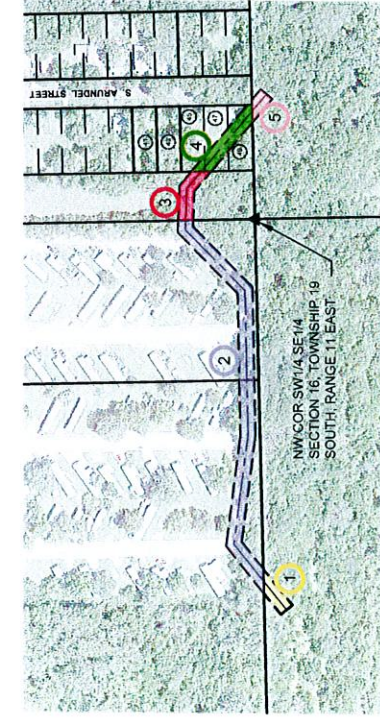


2

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:

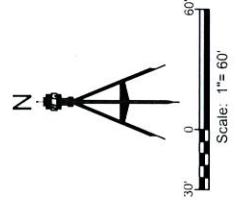
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16
S. 88°36'22" W. 742.00 FEET TO THE POINT OF BEGINNING; THENCE
N. 51°14'31" E. 97.34 FEET; THENCE
S. 82°35'00" E. 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°15'37" 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

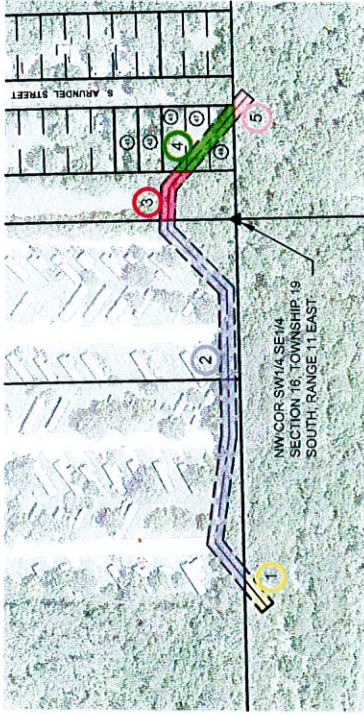


PROJECT LOCATION MAP

LEGEND

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





PROJECT LOCATION MAP

3

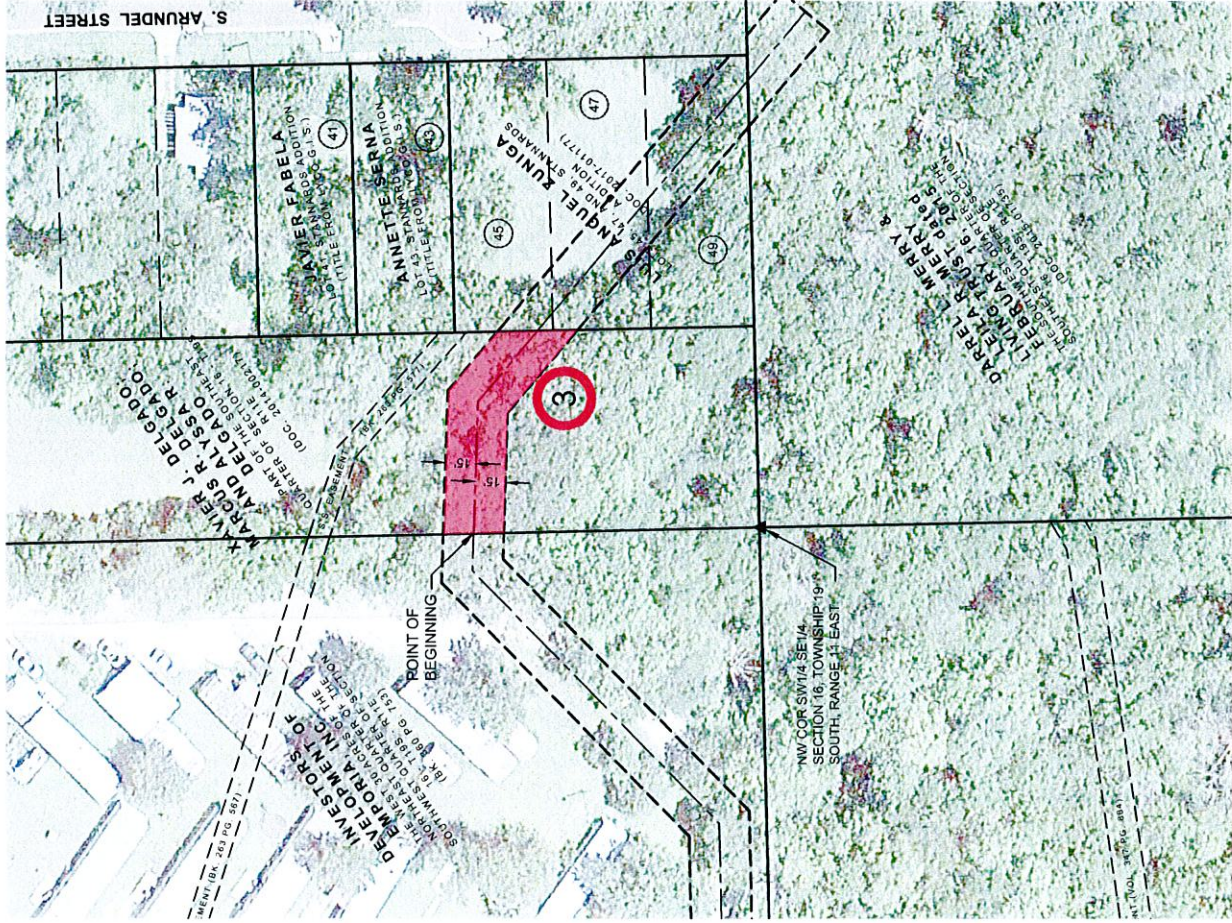
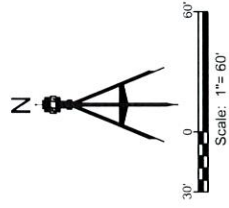
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM XAVIER J DELGADO, MARCUS R DELGADO, AND ALYSSA R DELGADO TO THE CITY OF EMPORIA

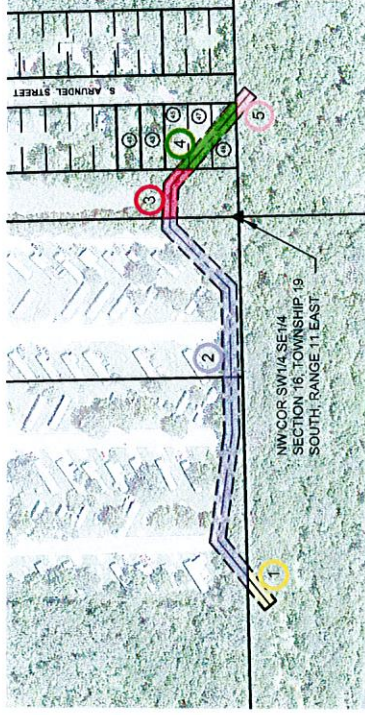
15 FEET ON EACH SIDE OF A LINE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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, STANNARD'S 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





PROJECT LOCATION MAP

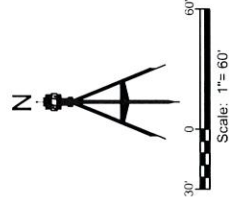
4

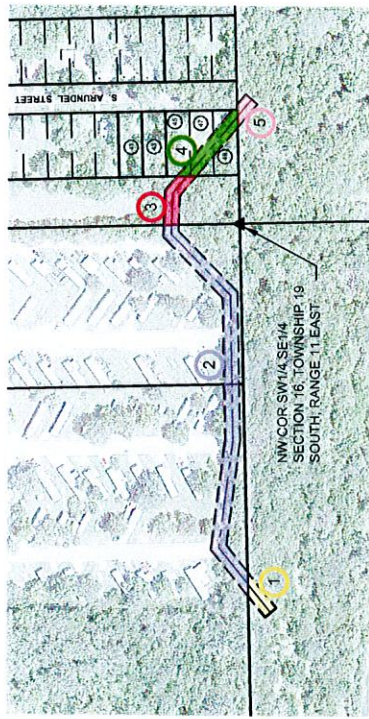
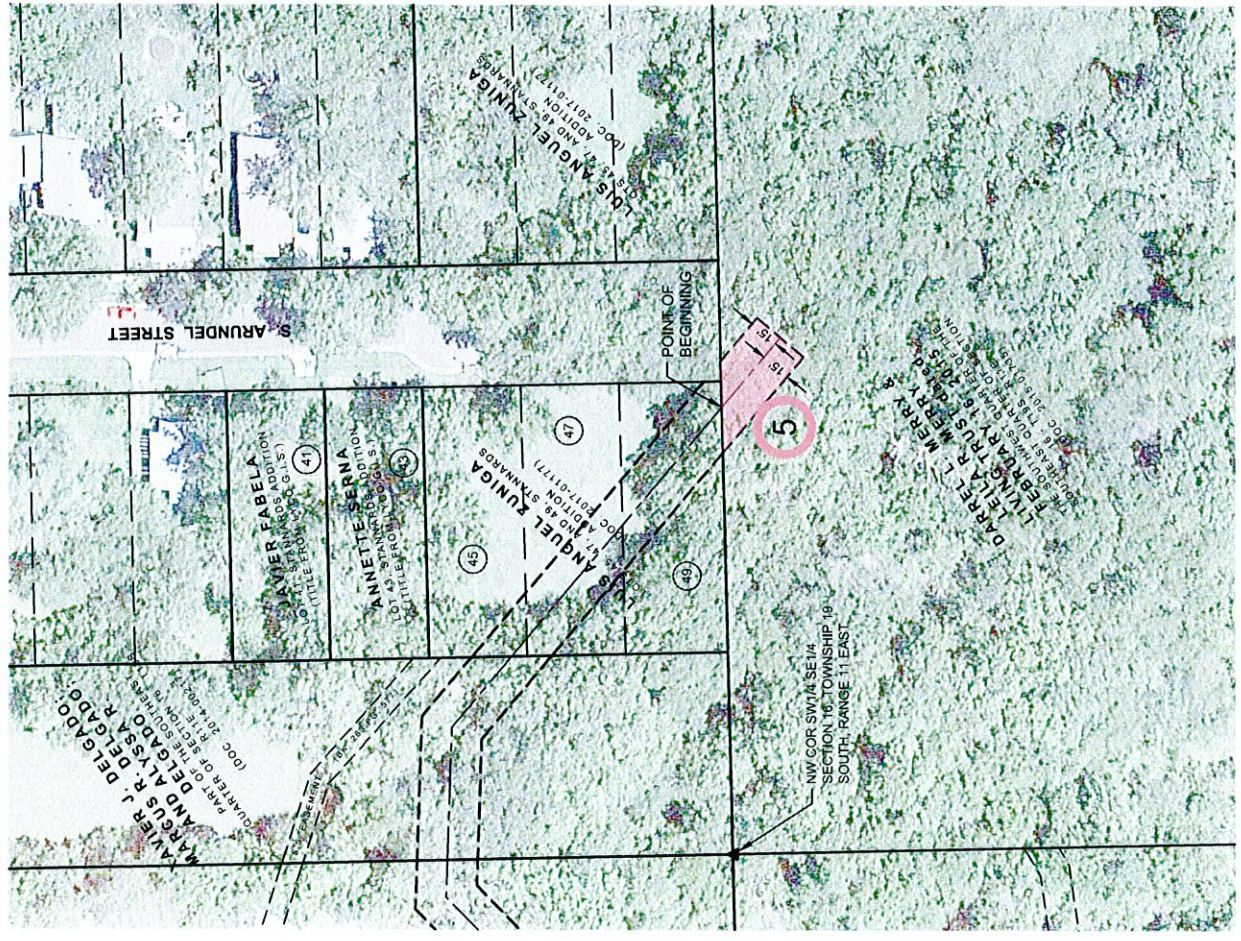
DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM LUIS ANGUEL ZUNIGA TO THE CITY OF EMPORIA, 15 FEET ON EACH SIDE OF A LINE LOCATED IN LOTS 45, 47, AND 49, STANNARDS ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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





PROJECT LOCATION MAP

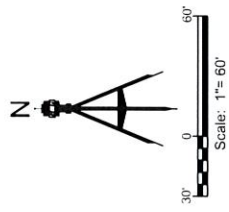
5 DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT FROM DARREL L MERRY & LEILA R MERRY LIVING TRUST TO THE CITY OF EMPORIA

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. 221.68 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





Commission Action Report

Title: Resolution No. 3674 for request of RHID eligibility designation for a property at 2915 W. 6th Avenue from the Kansas Department of Commerce.

Proposed Agenda Date: July 6, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND:

This is the initial step in the statutory process for the designation of an RHID. The Resolution, if passed, will be forwarded to the Secretary of Commerce for consideration. The City usually receives a response in 21-45 days.

DISCUSSION:

Staff reviewed this proposed site which would contain 15/16 duplex units, if developed, at the June 15, 2022, Study Session. The developer would be Woodco who has previously developed traditional multi-family units in Emporia.

FINANCIAL CONSIDERATIONS:

None at this time.

OTHER CONSIDERATIONS:

None

RECOMMENDED ACTION:

Approve Resolution

ATTACHMENTS:

Resolution and Maps

RESOLUTION NO. 3674

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

WHEREAS, the City of Emporia, Kansas (the “City”) has an estimated population of approximately 24,598, is located in Lyon County, Kansas (the “County”), which has an estimated population of approximately 33,195, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein;

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August 2021 (the “Analysis”), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Analysis has determined the following findings:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposes the establishment of Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption and publication of this resolution, a certified copy shall be submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

As a result of the shortage of quality housing within the city of Emporia, the City proposes the development of housing and public facilities within the following proposed district (map attached):

I. WOODCO DISTRICT

Preliminary Development Plan: 15/16 duplex residential buildings for a total of 30/32 units.
Preliminary cost per unit: \$150,000

Tract Description:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12 RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4 ALL IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS

ALSO:

8 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on July 6, 2022.

(SEAL)

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on July 6, 2022 as the same appear of record in my office.

DATED: July 6, 2022

Kerry Sull, City Clerk



Commission Action Report

Title: Ordinance No. 22-33 Authorizing the Issuance of Industrial Revenue Bonds on behalf of Whittier Place II MR, LLC

Proposed Agenda Date: July 6, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The City of Emporia adopted Resolution No. 3644 on May 19, 2021, declaring an intent to issue taxable industrial revenue bonds for the purpose of purchasing, acquiring, constructing, furnishing, and equipping two residential apartment buildings, each containing 24 apartments and located at 1300 Whittier Place Lane in the City. A bond ordinance for the first building was approved on April 6, 2022.

DISCUSSION:

The approval of the bond ordinance is the final step in the issuance of the bonds for the second of two apartment buildings. Passage of this ordinance will authorize the City of Emporia to issue Taxable Industrial Revenue Bonds, Series B, 2022 on behalf of Whittier Place II MR, LLC in the aggregate principal amount of \$3,362,000 for the purpose of purchasing, acquiring, constructing, furnishing, and equipping one residential apartment building containing 24 apartments and located at 1300 Whittier Place Lane in the City of Emporia.

FINANCIAL CONSIDERATIONS:

The bonds and interest are not an indebtedness of the City and will not create financial liability for the City.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Ordinance Authorizing the Issuance of Industrial Revenue Bonds, Series B, 2022 on behalf of Whittier Place II MR, LLC

ATTACHMENTS:

Ordinance

TRIPLETT WOOLF GARRETSON, LLC

ORDINANCE NO. 22-33

OF THE

CITY OF EMPORIA, KANSAS

AUTHORIZING THE ISSUANCE OF

\$3,362,000
CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES B, 2022
(WHITTIER PLACE II MR, LLC)

(Published in the *Emporia Gazette* on July 12, 2022)

ORDINANCE NO. 22-33

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES B, 2022 (WHITTIER PLACE II MR, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,362,000 TO FINANCE (1) PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING A RESIDENTIAL APARTMENT BUILDING, CONTAINING 24 APARTMENTS AND LOCATED AT 1300 WHITTIER PLACE LANE AND ALL THINGS RELATED THERETO, AND (2) CERTAIN COSTS OF ISSUANCE OF SUCH BONDS; AUTHORIZING EXECUTION OF BOND DOCUMENTS RELATING TO ISSUANCE, PAYMENT AND PURCHASE OF THE SERIES B, 2022 BONDS.

WHEREAS, the City of Emporia, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740, *et seq.*, as amended (the “Act”), to purchase, acquire, construct, improve, furnish, equip, and install certain facilities (as defined in the Act) for agricultural, commercial, hospital, industrial, natural resources, recreational development, and manufacturing purposes, and to enter into lease and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, the Issuer has found and here confirms its findings that it is desirable in order to promote, stimulate and develop the general economic welfare, health and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series B, 2022 (Whittier Place II MR, LLC) in the aggregate principal amount of \$3,362,000 (the “Series B, 2022 Bonds”), for the purpose of (i) purchasing, acquiring, constructing, furnishing and equipping a residential apartment building containing 24 apartments and located at 1300 Whittier Place Lane, in the City of Emporia (the “Project”), and (ii) paying certain costs of issuance of the Series B, 2022 Bonds; and

WHEREAS, the Project shall be leased by the Issuer to Whittier Place II MR, LLC, a Kansas limited liability company authorized to do business in the State of Kansas (the “Tenant”), pursuant to a Lease Agreement, dated as of August 1, 2022 (the “Lease”), by and between the Issuer and the Tenant; and

WHEREAS, the Tenant’s interest in the Project will be leased by the Tenant to the Issuer pursuant to a Site Lease Agreement, dated as of August 1, 2022 (the “Site Lease”); and

WHEREAS, the Series B, 2022 Bonds and the interest thereon are not an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series B, 2022 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer, but shall be payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease and, under certain circumstances, from the proceeds of the Series B, 2022 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds in connection with issuance of the Series B, 2022 Bonds that it is necessary to authorize the execution and delivery of various Bond Documents, as described in this Ordinance.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and the Lease (each as defined and authorized by this Ordinance).

Section 2. Authority for Project. The governing body of the Issuer declares that the Project (as defined above) will promote the welfare of the City of Emporia, Kansas. The Issuer is authorized to cause the Project to be purchased, renovated, acquired, constructed, equipped, furnished, and installed, all in the manner and as more particularly described in the Indenture and in the Lease (defined herein).

Section 3. Authorization and Security for the Series B, 2022 Bonds. The revenue bonds of the Issuer are authorized and directed to be issued in an aggregate amount of \$3,362,000, to be designated "City of Emporia, Kansas, Taxable Industrial Revenue Bonds, Series 2022 (Whittier Place II MR, LLC)" (the "Series B, 2022 Bonds") for the purpose of financing costs of (i) purchasing, acquiring, constructing, furnishing and equipping the Project, and (ii) paying certain costs of issuance of the Series B, 2022 Bonds.

The Series B, 2022 Bonds shall be issued in the form and subject to terms prescribed in the Indenture shall be subject to the provisions, covenants and agreements set forth in the Indenture. The Series B, 2022 Bonds are special limited obligations of the Issuer payable solely from certain revenues derived by the Issuer pursuant to the Lease and the Project shall be pledged and assigned to the Trustee as security for the Series B, 2022 Bonds, all as defined herein and further described in the Indenture. The Series B, 2022 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues.

Section 4. Authorization of Bond Documents. The Issuer is authorized to enter into and deliver the following documents (the "Bond Documents"):

A. A Trust Indenture, dated as of August 1, 2022 (the "Indenture"), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), for the purpose of issuing and securing the Series B, 2022 Bonds as described therein and under which the Issuer pledges and assigns to the Trustee, for the benefit of the holders of the Series B, 2022 Bonds, the Trust Estate created by the Indenture; and

B. A Site Lease Agreement, dated as of August 1, 2022, by and between the Tenant, as lessor, and the Issuer as lessee, in which the Tenant leases its interests in the Project Site and the Project to the Issuer; and

C. A Lease Agreement, by and between the Issuer, as landlord, and the Tenant, as lessee, pursuant to which the Issuer causes the Project to be acquired, constructed, equipped, furnished, and leased to the Tenant in consideration of payments of Basic Rent, Additional Rent and other charges provided for therein; and

D. A Bond Purchase Agreement, dated as of August 1, 2022, providing that the Series B, 2022 Bonds shall be issued and sold to Whittier Place II MR, LLC, as Bond Purchaser (the "Purchaser"), subject to satisfaction of all conditions precedent to issuance of the Series B, 2022 Bonds and upon the terms and subject to the provisions and conditions of the Bond Purchase Agreement, by and among the Issuer, the Purchaser, and the Tenant; and

E. All other documents, certificates, and instruments necessary to issue and secure the Series B, 2022 Bonds as described herein, and comply with and carry out the intent of this Ordinance and the other Bond Documents described above, as determined by the Issuer, upon advice of counsel. The Issuer acknowledges and consents to a Direct Pay Agreement, dated as of August 1, 2022 by and among the Original Purchaser, the Trustee and the Tenant.

Section 5. Execution of Series B, 2022 Bonds and Bond Documents. The Issuer's Mayor, or acting Mayor, is authorized and directed to execute each of the Series B, 2022 Bonds and deliver them to the Trustee for authentication on behalf of and as the act and deed of the Issuer as provided in the Indenture. The Mayor, or acting Mayor, is further authorized and directed to execute and deliver the Series B, 2022 Bonds and Bond Documents on behalf of and as the act and deed of the Issuer, in substantially the form presented with this Ordinance, with such minor corrections or amendments as are approved by the Mayor or acting Mayor, in consultation with Bond Counsel, with such approval shall be evidenced by their execution thereof, and all other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk, or acting City Clerk, is authorized and directed to attest the execution of the Series B, 2022 Bonds and the Bond Documents, and all other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Pledge of the Project. The Issuer pledges the Project, and its net earnings from the Project to the payment of the Series B, 2022 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all the Series B, 2022 Bonds and any Additional Bonds issued under the Indenture are deemed paid within the meaning of the Indenture.

Section 7. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are further authorized and directed to, take such action and prepare or execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series B, 2022 Bonds and the Bond Documents, all as necessary to carry out and give effect to the transactions contemplated by this Ordinance and the Bond Documents.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

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PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on July 6, 2022.

CITY OF EMPORIA, KANSAS

[Seal]

By _____
Becky Smith, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The City Commission of the City of Emporia, Kansas met in regular session, at the usual meeting place in said City on July 6, 2022, at 11:00 A.M., with Mayor Becky Smith presiding, and the following members of the governing body present:

The following members were absent:

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

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES B, 2022 (WHITTIER PLACE II MR, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,362,000 TO FINANCE (1) PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING A RESIDENTIAL APARTMENT BUILDING, CONTAINING 24 APARTMENTS AND LOCATED AT 1300 WHITTIER PLACE LANE AND ALL THINGS RELATED THERETO, AND (2) CERTAIN COSTS OF ISSUANCE OF SUCH BONDS; AUTHORIZING EXECUTION OF BOND DOCUMENTS RELATING TO ISSUANCE, PAYMENT AND PURCHASE OF THE SERIES B, 2022 BONDS.

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

The Ordinance was designated Ordinance No. 22-____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the July 6, 2022 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk



Consent Agenda

Proposed Agenda Date: July 6, 2022

Presented By: Trey Cocking, City Manager

ITEMS:

- A. Approve the minutes of the June 15, 2022, City Commission Meeting.
- B. Ratification and Approval of the Payroll Ordinances for the periods ending June 17, 2022.
- C. Set Bid Date & Time for Road 180 Paving Improvements Project, Project No. PV1910, KDOT KA-6154-01.

RECOMMENDED ACTION:

Approve the Consent Agenda as presented.

ATTACHMENTS:

Consent agenda items.

COMMISSION MEETING

11:00 A.M.

JUNE 15, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, June 15, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, Harter and Sauder present. 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 stated your name and address prior to making comments. No comments were made at this time.

**UNDERGROUND UTILITIES
(Water Service Relocation and Main Line Abandonment)
(Properties Located on Road G between US Hwy 50 and Road G)
(Approve Contract with Burnap Bros., Inc.)**

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated Underground Utilities staff would like to relocate the water services lines and meters of the customers along Road G, between US Hwy 50 and Road 180. Currently the customers are being served by a 2.5 inch waterline that is on the west side of their properties. He stated the line is old and is an abnormal size which is not easily monitored or repair due to the location. He stated staff would like to move the customers to a 12-inch waterline on the east side of Road G. The new service line will be bored and cased across the road with the meters at the property line in front of the businesses. He stated once all the customers are connected to the new meters, the 2.5 inch waterline will be disconnected from the water system and abandoned in place. The directional bore will be paid by the City. Each property owner will be responsible for hiring and paying the plumber they use to reconnect the private service lines and the City will reimburse each property owner for the costs, limited to estimates as follows: 1761 Road G - \$4,580.00; 1769 Road G - \$4,940.00;

1771 Road G - \$5,410.00; 1779 Road G \$8,945.00; and 1783 Road G - \$9,570.00. Staff is recommending approval of the directional bores to be installed by Burnap Bros., Inc. in the amount of \$29,950.00 and reimbursements to the property owners for \$33,445.00; for a total cost of the project of \$63,395.00.

Commissioner Harter made a motion to 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 follows: 1762 Road G \$4,580.00; 1769 Road G \$4,940.00; 1771 Road G \$5,410.00; 1779 Road G \$8,945.00; 1783 Road G \$9,570.00 and approve the abandonment of the 2.5 inch waterline on the west side of Road G from Hwy 50 to Road 180. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

**SOLID WASTE DIVISION
(Sanitation Department)
(Equipment Purchase - Roll-Off Truck)**

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated the Solid Waste Division is scheduled to purchase a roll-off truck for 2022. This truck will be utilized to service the growing roll-off customers. Currently the service requires two full time drivers/trucks to accommodate roll-off customers and a third truck is utilized daily at the Transfer Station and as a backup for the roll-off route. He stated a quote was received from Sourcewell Cooperative Purchasing for a Kenworth chassis and Master Tech Truck and Equipment for the body. Kenworth offers local service for repair work during and after the warranty period. He stated the cost for the chassis and body is \$228,107.00. The budgeted amount for this purchase is \$200,000.00 to be paid from the Solid Waste Fund. He stated staff is recommending approval of the purchase of the Kenworth Chassis and Palfinger body to be used for roll-off service in the amount of \$228,107.00.

Commissioner Brinkman made a motion to approve the purchase of a

Kenworth chassis and a Palfinger body for roll-off service in the amount of \$228,107.00. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

**CITY COMMISSION
(Agreement with BG Consultants, Inc.)
(Design of Waterline for Neosho Street Railroad Crossing)**

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated this contact with BG Consultants, Inc. is for design only of the water transmission line that will cross BNSF rail lines. The crossing is a part of the transmission main planned to extend from 12th Avenue to Warren Way elevated storage tower. He stated due to the lengthy permitting process with BNSF, staff believes that moving forward with the design it will help keep the project on schedule to start in late 2023 or early 2024. He stated this transmission line will be crucial for supplying water to the south side of the railroad tracks and that portion of the system. 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. He stated staff is recommending approval of the agreement with BG Consultants, Inc. in the amount of \$70,230.00 for the design of the water transmission main that crosses BNSF rail lines.

Following further discussion, Commissioner Giefer made a motion to approve the engineering design contract with BG Consultants, Inc., in the amount of \$70,230.00 for the design of the water transmission main that crosses BNSF rail lines. Commissioner Harter seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

**CITY MANAGER'S REPORTS
(Financials & Building Permits)**

This is the time for the City Manager to make comments and reports to the public. **The following is general information for the month of May 2022 for the community:**

1. Monthly Local Retail Sales Tax Receipts Update

	2021	2022	Increase of \$14,378.59 for the month, and
	\$504,084.44	\$518,463.02	Overall increase of 10.34% from year 2021
YTD	\$2,187,040.07	\$2,413,236.07	

2. City Share from County Tax

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

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

Consent Agenda

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

- a. Consider the minutes of the Regular Meeting held on June 1, 2022.
- b. Consider the ratification of Payroll Ordinance for the period ending June 3, 2022.
- c. Consider approval of the Agreement with Visit Emporia for murals in Las Casitas Park.
- d. Submission of Emergency Solution 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. S6U-2390-01, Project No. PV2201.
- f. Accept South Arundel Sanitary Sewer Realignment Project Easement Acquisitions.

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

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

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.

At the time this Agenda was prepared, the following items were in the works for the tentative Agenda of June 29, 2022 Study Session at 10:00 a.m.

- Appropriation and Sponsorship Requests for City Funds.

EXECUTIVE SESSION

Commissioner Harter made a motion to adjourn into Executive Session to discuss proprietary information of third parties for potential economic development from 11:09 a.m. to 11:29 a.m., in the City Commission Meeting Room. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 11:29 a.m., this same date in the City Commission Meeting Room, Mayor Smith stated

they had discussed proprietary information of third parties for potential economic development and no action was taken.

EXECUTIVE SESSION

Commissioner Sauder made a motion to adjourn into Executive Session to discuss proprietary information of third parties for potential economic development and to invite Garrett Nordstrom from 11:30 a.m. to 11:35 a.m., in the City Commission Meeting Room. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 11:35 a.m., this same date in the City Commission Meeting Room, Mayor Smith stated they had discussed proprietary information of third parties for potential economic development and no action was taken.

Commissioner Giefer made a motion to Adjourn the meeting to reconvene in Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye. Commissioner Brinkman was unavailable for the vote.

Upon reconvening the meeting the following items were discussed with no action taken; Library Facility Update; Review Potential Areas for RHID Eligibility; Skate Park Update and Review Capital Improvement Projects for 2023 through 2027.

CITY COMMISSION (Vehicle Fleet Management)

Janet Harrouff, Director of Administrative Services, was recognized and addressed the Governing Body. She stated the Commission received information and a proposal for leasing several

city vehicles through Enterprise Fleet Management. The Commission asked staff to look into local options for a company to provide vehicle fleet management for the City. Staff did meet with a local auto dealership and bank to discuss a funding mechanism and purchasing options. She stated city staff would have to maintain the program and organize the selling and purchasing of the vehicles. The proposal from Enterprise Fleet Management would provide the entire program. She stated due to the reduced staff, need to purchase a fleet management system, and reduced vehicle availability, staff recommends working the Enterprise Fleet Management.

Following further discussion, Commissioner Brinkman made a motion to approve the contract for vehicle leasing with Enterprise Fleet Management. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

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

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: Set Bid Date & Time for Road 180 Paving Improvements Project, Project No. PV1910, KDOT KA-6154-01

Proposed Agenda Date: July 6, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

The City of Emporia entered into Agreement 157-21 with KDOT for Road 180 (Road G to Road F5) Paving Improvements project. Road 180 Paving Improvements Project No. PV1910 KDOT Project No. 56 KA-6154-01 consists of roadway and drainage from Americus Road to Road F5. The City has previously entered into a Memorandum of Understanding with Evergy in which the City agreed to pave and sanitary sewer extension improvements on Road 180 along their property with Evergy agreeing to contribute up to \$360,000.00 in actual costs.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

The City will be responsible for all Total Actual Costs of Construction costs associated with these paving improvements project past the KDOT and the Secretary of Transportation funding exceeding \$1,900,00.00. The City is responsible for 100% of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments, not including the Evergy cost contributions of \$360,000.00.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Set Bid Date & Time for Road 180 Paving Improvements Project on August 9, 2022.

ATTACHMENTS:

Invitation to Bid

00021
ADVERTISEMENT FOR BIDS

City of Emporia

Owner

104 East 5th Avenue

Address

Emporia, Kansas 66801

Separate sealed Bids for the construction of **56 KA-6154-01 City of Emporia Lyon County Road 180, Project No. PV1910** will be received by the **City Clerk, City of Emporia, 104 East 5th Avenue, Emporia, Kansas** until **2:00 p.m. on August 9, 2022.**

BID SCHEDULE

The work for the Road 180 Street Improvements Project will consist of the approximate quantities:

Item	Quantity	Unit
Field Office and Laboratory (Type A)	1	Ea.
Contractor Construction Staking	1	L.S.
Foundation Stabilization (Set Price)	1	C.Y.
Mobilization	1	L.S.
Removal of Existing Structures	1	L.S.
Clearing and Grubbing	1	L.S.
Common Excavation	6,263	C.Y.
Embankment	3,525	C.Y.
Rock Excavation	96	C.Y.
Salvaged Topsoil	12,277	S.Y.
Storm Sewer (15") (RCP)	180	L.F.
Storm Sewer (15")	42	L.F.
Storm Sewer (24")	163	L.F.
Storm Sewer (30")	1,636	L.F.
Inlet (Type 22 Curb)	11	Ea.
Inlet (Manhole) (Special)	2	Ea.
Curb and Gutter, Combined (AE)	4,416	L.F.
Temporary Surfacing Material (Aggregate) (Set Price)	1	C.Y.
Concrete Pavement (8" Uniform) (AE)	56	S.Y.
Concrete Pavement (6" Uniform) (AE)	237	S.Y.
Aggregate Base (AB-3) (6")	11,325	S.Y.
Sidewalk Construction (4") (AE)	2,014	S.Y.
Sidewalk Ramp	18	S.Y.
Slope Drain (Special)	29	L.F.

HMA-Commercial Grade (Class A)	5,891	Tons
Fence (Removal of Existing)	1,301	L.F.
Fence (Barbed Wire) (Removal & Resetting)	314	L.F.
Mailbox Installation (Set Price)	4	Ea.
Concrete (Grade 4.0)	201	C.Y.
Concrete (Grade 4.0) (AE)	113	C.Y.
Bridge Backwell Protection System	358	S.Y.
Reinforcing Steel (Gr. 60)	3,620	LBS.
Reinforcing Steel (Gr. 60) (Epoxy Coated)	73,260	LBS.
Foundation Stabilization	75	C.Y.
Concrete for Seal Course (Set Price)	1	C.Y.
Granular Backfill (Wingwall)	104	C.Y.
Fence (Chain Link) (6') (Special)	70	L.F.
Pavement Marking (Thermoplastic) (White) (6")	518	L.F.
Pavement Marking (Thermoplastic) (Yellow) (4")	5,904	L.F.
Pavement Marking (Thermoplastic) (Yellow) (12")	75	L.F.
Pavement Marking (Intersection Grade) (White) (24")	25	L.F.
Pavement Marking Symbol (Intersection Grade) (White) (Right Arrow)	3	Ea.
Pavement Marking Symbol (Intersection Grade) (White) (Thru-Left Arrow)	5	Ea.
Pavement Marking Symbol (Intersection Grade) (White) (Left Arrow)	7	Ea.
Pavement Marking Symbol (Intersection Grade) (White) (Thru Arrow)	1	Ea.
Pavement Marking Symbol (Intersection Grade) (White) (Only)	2	Ea.
Temporary Fertilizer (15-30-15)	416	LBS.
Temporary Seed (Annual Rye Grass)	139	LBS.
Soil Erosion Mix	23	LBS.
Erosion Control (Class 1, Type C)	317	S.Y.
Sediment Removal (Set Price)	1	C.Y.
Temporary Berm (Set Price)	1	L.F.
Temporary Inlet Sediment Barrier	2	Ea.
Filter Sock (8")	148	L.F.
Silt Fence	1,631	L.F.
Mulching Taking Slurry	2,493	LBS.
Mulching	5.5	TONS
Water (Erosion Control) (Set Price)	1	MGAL
Fertilizer (15-30-15)	416	LBS.
Seed (Fescue) (Tall Turf Type Blend)	499	LBS.
Sign (Flat Sheet) (High Performance)	49	S.F.
Sign Post (2-1/4" Perforated Square Steel Tube)	110	L.F.
Sign Post Footing (2-1/4" Perforated Square Steel Tube)	9	Ea.
Work Zone Signs (0 to 9.25 Sq. Ft.)	3,360	EADA
Work Zone Signs (9.26 to 16.25 Sq. Ft.)	1,800	EADA
Work Zone Barricades (Type 3-4' to 12')	1,680	EADA
Work Zone Barricades (Pedestrian)	240	EADA
Work Zone Warning Light (Type "A" Low Intensity)	2,160	EADA
Work Zone Signs (Special) (16.25 Sq. Ft. & More)	2	Ea.
Traffic Control (Initial Set Up)	1	L.S.
Flagger (Set Price)	1	Hour

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 at **Kaw Valley Engineering, Inc., 742 Duvall Avenue, Salina, KS 67401 (785-823-3400 or Email: sa@kveng.com)**. The cost for plans and bid documents is fifty (\$50), which is non-refundable. If the Contractor prefers plans and bid documents sent by UPS, there is an additional required fee of ten dollars (\$10). Also, the Contractor may request an electronic copy of the plans and bid documents for a flat rate fee of twenty dollars (\$20)

The OWNER reserves the right to reject any and all bids, and to waive any formalities in any bid.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written material contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or email jlynch@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull City Clerk

END OF SECTION 00021



Commission Action Report

Title: Informational Items

Proposed Agenda Date: July 6, 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 Agendas of the July 20, 2022 meetings.

Commission Meeting:

- Award Bid 18th Avenue and County Road.
- Consider Approval of Development Agreement with Red Brick, LLC.
- Consider Ordinance Rezoning Land/Michelle Street within City.
- Consider Approval of Minor Plat for Kwik Shop Addition.

Study Session:

- Budget Discussion

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A



Commission Action Report

Title: Executive Session

Proposed Agenda Date: July 6, 2022

BACKGROUND:

The City Commission requests an Executive Session to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships for potential economic development projects. K.S.A. 75-4319(B)(4) is the authority for this recess into Executive Session.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recess into Executive Session to discuss proprietary information of third parties for potential economic development projects for 10 minutes, inviting Special Projects Manager Jim Witt, and stating at which time the open meeting will resume.

ATTACHMENTS:

N/A



Commission Action Report

Title: Executive Session

Proposed Agenda Date: July 6, 2022

BACKGROUND:

The City Commission requests an Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. K.S.A. 75-4319(b)(2) is the authority for this recess into Executive Session.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recess into executive session for consultation with the City Attorney regarding a contractual matter for 10 minutes and stating at which time the open meeting will resume.

ATTACHMENTS:

N/A