



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, AUGUST 17, 2022 AT 11:00 AM
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

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 Members to the Emporia Library Board.

Presented by: Danny Giefer, Vice Mayor and Susan Brinkman, Commissioner

Recommended Action: Approve Appointments

2) Approval of Development Agreement with Red Brick, LLC.

Presented by: Jim Witt, Special Projects Manager

Recommended Action: Approve Agreement

3) Ordinance No. 22-36 Amending, Supplementing, and Reinstating Main Trafficways.

Presented by: Jim Witt, Special Projects Manager

Recommended Action: Approve Ordinance

4) Ordinance No. 22-37 Authorizing the Issue of Bonds for Red Brick Development.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Ordinance

5) Charter Ordinance No. 41 Relating to Bonding Authority.

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Charter Ordinance.

6) 24 Inch Waterline Design Contract Supplemental Agreement.

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve the Supplemental Agreement No. 1 with BG Consultants for \$184,850.00.

7) Resolution No. 3676 to Authorize Sale of General Obligation Bonds Series 2022.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Resolution Authorizing the Sale of GO Bonds Series 2022

8) **Ordinance No. 22-38 for Property within the City of Emporia and a Final Plat for Mahtropolis Addition.**

Presented by: Justin Givens, Administor of Planning & Zoning

Recommended Action: Approve Ordinance

9) **Permanent Access Easement for 700 Block LLC.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Staff recommends accepting Permanent Access Easement with 700 Block, LLC.

10) **Award Road 180 Paving Improvements Project.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Award Killough Construction Inc Road 180 Paving Improvements Project for a total asphalt bid price of \$2,403,034.38.

11) **Ordinance No. 22-39 Adopting the 49th Edition of the Standard Traffic Ordinance for Kansas Cities.**

Presented by: Christina Montgomery, City Attourney

Recommended Action: Approve Standard Traffic Ordinance

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials and Permits
- 2) July Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Approve the minutes of the August 3, 2022, Commission Meeting.
- 2) Ratification and Approval of Payroll Ordinances for the Periods Ending 07/15/22 & 07/29/22.
- 3) Request to Set Date of Notice of Hearing to Exceed Revenue Neutral Rate and 2023 Budget Hearing.
- 4) Lift Station #1 Supplemental Agreement No.3
- 5) Accept a \$30,000 Emergency Solutions Grant from the Kansas Housing Resources Corporation.

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

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Update on Health Insurance.
- 2) Logo Redesign Discussion.
- 3) Discuss Establishing Storm Water Utility Fee.
- 4) Discuss South Arundel Sanitary Sewer Project.
- 5) Budget Discussion.

ADJOURNMENT

APPLICATION FOR ADVISORY BOARD MEMBERSHIP



DATE: 07/23/2022

NAME: Heather C Caswell
First Name MI Last Name

ADDRESS: 1623 Berkeley Rd
Street
Emporia KS 66801
City State ZIP

Email: hcaswell@emporia.edu

PHONE: 785.341.0044

PLACE OF EMPLOYMENT: Emporia State University

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

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

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

ADVISORY BOARD(S) MENTIONED ABOVE:

Public libraries serve a vital role in the community. As an associate professor in education with a focus on literacy, I advocate for equity, inclusion, and belonging in the access of services and resources a community provides. I have led programming for teachers, students, and families throughout my 19-year career in education. Through this leadership, I have successfully written national, state, and local grant proposals and have overseen grant spending and budgets. I have organized and engaged in national and state book studies. As director of the Flint Hills Writing Project, I am currently working with the Brown v. Board of Education National Historic Site through a mini-grant partnership with the National Writing Project and the National Park Service. I value the partnerships and resources provided by public libraries and would appreciate the opportunity to serve on the Emporia Public Library Board. My preference would be serving for the term ending April 2024.

OTHER ACTIVITIES AND INTERESTS:

I currently serve on the following:

Bill Martin Jr. Picture Book Award Selection Committee, Chair

William Allen White Children's Book Award Committee Member

Flint Hills Writing Project, Site Director (the state of Kansas site for the National Writing Project)

Children Inspire Project, Director

In Lieu of Signature, Click Here

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

RECEIVED
JUL 18 2022

DATE: 07/16/2022

BY:

NAME: Sarah
First Name

J
MI

Wyrick
Last Name

ADDRESS: 2321 Hillcrest Drive
Street
Emporia
City

KS
State

66801
ZIP

Email: swyrick46@gmail.com

PHONE: 620-340-9402

PLACE OF EMPLOYMENT: Not employed

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 75 yrs

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

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

ADVISORY BOARD(S) MENTIONED ABOVE:

I am an avid user of the library. I worked in our library for a time many years ago. I believe that libraries are necessary in a community. They should be responsive to the needs of the community, and should grow with changing times. They should be free of censorship and political pressure.

OTHER ACTIVITIES AND INTERESTS:

Crafts, square dancing, card games.

In Lieu of Signature, Click Here

RECEIVED
JUL 12 2022

BY:



Commission Action Report

Title: Appoint Members to the Emporia Public Library Board.

Proposed Agenda Date: August 17, 2022

Presented By: Danny Giefer, Vice Mayor & Susan Brinkman, Commissioner

BACKGROUND:

The Emporia Library Board currently has three (3) vacancies. Numerous applications were received for these openings and all the applicants were interviewed. The two commissioners have appointed Heather Caswell and Sarah Wyrick their terms will expire in April 2024, and Jesse Lobb's term will expire in April 2023.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Appoint these applicants to the Emporia Public Library Board.

ATTACHMENTS:

Applications



Commission Action Report

Title: Consider Approval of Development Agreement with Red Brick, LLC

Proposed Agenda Date: August 17, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND: The Red Brick project, south travel plaza, has completed the process for TIF and CID incentives under Kansas Statutes. The Commission held a public hearing on both the CID and TIF designations on June 1 and approved an ordinance for each subject to the approval of this Agreement. A copy of the initial draft Agreement was included in the 6-1 packet. The process for both the CID and TIF began in November of 2021. A requirement for the TIF and CID ordinances to be effective is the formalization of the attached Development Agreement.

DISCUSSION: The attached Development Agreement synthesizes the previous action of the Commission and outlines the City's participation in the paving of Brownstone Boulevard and Martin Drive. As of the date of this request the developer has secured a travel plaza, lifestyle RV park and a letter of intent for a hotel. A local real estate firm represents Red Brick, LLC and is responsible for marketing the restaurant and retail pad sites. The attorneys representing the City and Developer have reviewed the Agreement and attached supporting documents but were given the opportunity to wordsmith until Tuesday the 16th. If changes are minor, we shall continue to request that action be taken.

FINANCIAL CONSIDERATIONS: Within the Agreement the City's share of the two streets is capped at one million dollars. This represents the cost of concrete surfaces only on the two streets. The City will be **reimbursed** thru the collection of the 2% **CID** tax approved by the Commission. Based on Developer estimates and city staff revisions we anticipate the City will be repaid in a period of 8-10 years. This estimate does not take into account general sales tax collections paid directly to the City. This range is dependent on the development of all facets of the site and is a conservative estimate. The estimate is based on the project plan adopted by the Commission on 6-1-2022.

OTHER CONSIDERATIONS: The City has previously shared in the street and related costs for the proposed QT Travel Plaza directly north of this site.

RECOMMENDED ACTION: Approve the Development Agreement

ATTACHMENTS: Development Agreement

RED BRICK EMPORIA TAX INCREMENT REDEVELOPMENT DISTRICT AND
COMMUNITY IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT

THIS RED BRICK EMPORIA TAX INCREMENT REDEVELOPMENT DISTRICT AND COMMUNITY IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT (“Agreement”) made and entered into on August ___, 2022, by and between the City of Emporia, a municipal corporation organized according to Kansas law (the “City”) and Red Brick Emporia, LLC, a limited liability company organized and existing according to Kansas law (the “Developer”). The City and the Developer are hereinafter collectively referred to as the “Parties” and each a “Party.”

RECITALS

A. The Developer, or its affiliates, is the owner of certain real property located generally on the Southwest corner of Graphic Arts Road and U.S. Highway 50 consisting of approximately 39 +/- acres of land, as legally described in the Project Plan (the “Property”).

B. The Developer seeks to construct upon the Property a commercial development anticipated to include a Travel Plaza with fuel and other motor travel services, hotel(s), restaurants, food court, an RV Park, common areas and parking areas as further described in the Project Plan (the “Project”).

C. The Parties agree that construction of the Project is to their mutual benefit.

D. The City has authority to undertake tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act, as set forth in K.S.A. 12-1770 *et seq.* (the “TIF Act”) in order to finance, in part, eligible costs of development of the Project.

E. The City has authority to create a community improvement district (“CID”), pursuant to the Kansas Community Improvement District Act, as set forth in K.S.A. § 12-6a26 *et seq.* (the “CID Act”), for the purpose of financing certain public and private improvements related to the Project and as defined in the CID Act.

F. To promote the general and economic welfare of the City and facilitate the construction of the Project, the City has authorized tax increment financing for eligible portions of the Project and authorized the creation of a CID that includes the Property.

G. On November 17, 2021, the City approved Ordinance No. 21-38, finding the Property is an “eligible area” as defined in the TIF Act and creating a redevelopment district named the Red Brick Emporia Redevelopment District (the “TIF District”) to include the Property, all pursuant to the TIF Act.

H. The Developer presented information necessary and assisted in the preparation of the Red Brick Emporia Redevelopment Project Plan (the “Project Plan”) for the Property within the TIF District. The City and Developer presented the Project Plan to the Emporia-Lyon County Metropolitan Planning Commission, and on March 15, 2022 the planning commission found the Project Plan is consistent with the comprehensive plan for development of the City.

I. On April 8, 2022, the Developer, submitted a petition (the “CID Petition”) to the City requesting the formation of the Red Brick Emporia Community Improvement District, which includes the Property and as legally described in the CID Petition (the “CID District”). A copy of the CID Petition is attached hereto as Exhibit E.

J. On April 20, 2022 the governing body of the City adopted Resolution No. 3669, setting June 1, 2022 for a public hearing to consider the adoption of the Project Plan.

K. On April 20, 2022 the City adopted Resolution No. 3670, giving notice of a public hearing on June 1, 2022 regarding the advisability of creating the CID District.

L. On June 1, 2022, the governing body of the City approved the Project Plan by the adoption of Ordinance No. 22-27, which provides for Pay-As-You-Go-Reimbursement of eligible Project Costs from the capture of certain real property tax increment within the TIF District.

M. On June 1, 2022 the governing body of the City approved the creation of the CID District through the adoption of Ordinance No. 22-28 (the “CID Ordinance”). As was contemplated in the CID Petition, the CID Ordinance approved certain public and private improvements related to the Project and within the CID District to be financed with Pay-As-You-Go Reimbursement (as defined herein) from the imposition of an additional 2% retailers’ sales tax on all taxable sales within the CID District (the “CID Sales Tax”).

N. The Parties now desire to enter into this Agreement to formalize the development and financing of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the City and the Developer state, confirm and agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires otherwise, the following rules of construction apply in construing the provisions of this Agreement.

A. The terms defined in this Article include the plural as well as the singular.

B. All accounting terms not otherwise defined shall have the meanings assigned to them, and all computations provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated “Articles,” “Section” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction of this Agreement.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement. The resolutions and ordinances of the City introduced or adopted by the City Commission which designate the TIF District, the redevelopment project plan approved by the City for the TIF District, the creation of the CID District, and the provisions of the CID Act and TIF Act (as defined herein and as amended), are incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.2. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement and the following meanings:

“Affiliate” means any entity in which the Developer, individually or as trustee, directly or indirectly, and individually or in the aggregate owns at least 51%.

“Agreement” means this Red Brick Emporia Tax Increment Redevelopment District and Community Improvement District Development Agreement, as amended from time to time.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

“Certificate of Project Costs” means a certificate relating to TIF Eligible Project Costs or CID Eligible Project Costs, as the case may be, in substantially the form attached hereto as Exhibit C, which must be submitted to the City to request reimbursement of Project Costs.

“CID Act” means K.S.A. 12-6a26 *et seq.*

“CID Eligible Project Costs” means any costs of the Project that are eligible for reimbursement under the CID Act, CID Petition and this Agreement, including the eligible categories of expenses set forth on the Project Budget attached hereto as Exhibit B and Financing Costs, as defined in this Agreement.

“CID Revenue” means sales tax revenue from the CID Sales Tax.

“CID Sales Tax” means the additional 2% retailers’ sales tax levied by the City upon retail sales in the CID District pursuant to the CID Act.

“CID Sales Tax Fund” means the separate fund established by the City for deposit of the CID Sales Tax received from the State, net of amounts retained by the State pursuant to the CID Act, collected within the CID District, and that is used to reimburse the CID Eligible Project Costs pursuant to the CID Act.

“City” means the City of Emporia, Kansas.

“City Obligations” means bonds, notes, or other obligations of the City issued to finance costs of the City Work.

“City Work” means the City’s agreements and representations with respect to the Project, described in Section 2.1.

“City Event of Default” means any event or occurrence defined in Section 6.1B of this Agreement.

“City Representative” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the Developer Work and the City Work, together with all supplements, amendments or corrections approved by the City.

“County” means Lyon County, Kansas.

“Developer” means Red Brick Emporia, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and its successors and assigns.

“Developer Event of Default” means any event or occurrence defined in Section 6.1A of this Agreement.

“Developer Representative” means Darrin Dodge or any other Manager of Developer, or such other person or persons designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

“Developer Work” means the Developer’s agreements and representations concerning construction and development of the Project described in Section 2.1 and Section 3.1 and the recitals to this Agreement.

“Event of Default” means a City Event of Default or a Developer Event of Default as defined in Article VI of this Agreement.

“Effective Date” means the date this Agreement is executed by all the Parties.

“Excusable Delay” means any delay in the performance of obligations under this Agreement which is beyond the reasonable control and without the fault of the Party affected and which the affected Party may not overcome despite good faith efforts and diligence, caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, epidemics, alien invasion, default of another party, freight embargoes, shortage of materials, unavailability of labor, acts of God, including earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain, snow or ice storms or below freezing temperatures of abnormal degree or abnormal duration, freezing temperatures that prevent the prudent installation of concrete or similar materials, tornadoes, floods, or other causes beyond the reasonable control or fault of the affected Party, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all or any portion of the Developer Work, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Financing Costs” means those costs approved by the City in compliance with this Agreement, incurred by the Developer in connection with private financing (which may include loans or other indebtedness) to pay TIF Eligible Project Costs or CID Eligible Project Costs, including actual interest costs and fees associated with such private financing or the refunding or refinancing of any such private financing, from the time such costs are incurred until the time such costs are reimbursed from Project Funds. If Developer pays for any TIF Eligible Project Costs or CID Eligible Project Costs with cash or cash equivalents, Financing Costs shall also include interest to the Developer on such cash expenditures at a rate per annum equal to the Developer’s actual cost of any borrowed funds used to pay Project Costs, as demonstrated to the City under this Agreement; provided that reimbursable interest on private financing or Developer’s cash expenditures shall not exceed the New York Prime Rate Interest Rate, as reported by the Wall Street Journal (Midwest Edition), adjusted monthly, plus 3.0%. Notwithstanding the stated reimbursable interest rate cap stated in the previous sentence, if the interest rate on Developer’s private financing exceeds the stated cap, and the Developer demonstrates to the City, and the City, after reasonable and good faith deliberation, determines that the prevailing interest rate on borrowed funds for projects of similar size and location to the Project, is higher than the stated cap, reimbursable interest on private financing or Developer’s cash expenditures may exceed the stated cap at a rate equal to the lesser of the Developer’s actual cost of borrowed funds used to pay TIF Eligible Project Costs or CID Eligible Project Costs or the prevailing interest rate for similar projects, as determined under this paragraph.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review, environmental regulatory or public health regulatory approvals or permits, or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with Applicable Law and Requirements and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Infrastructure Improvements” means all infrastructure constructed by the Developer as part of the Developer Work that will be owned or acquired by the City, including the portions of the street improvements that are paid by the City as City Work.

“Pay-As-You-Go Reimbursement” means the reimbursement of TIF Eligible Project Costs with TIF Revenue and CID Eligible Project Costs with CID Revenue, respectively, from the City to the Developer, from time to time as such expenses are documented and funds are available in the TIF Revenue Fund and the CID Sales Tax Fund and as further provided in this Agreement.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other Governmental Authorities has not yet determined to grant.

“Project” has the meaning set forth in the Recitals of this Agreement and includes the acquisition by Developer of the Property and construction of Developer Work pursuant to this Agreement, as described in the Project Plan and as depicted in Exhibit A.

“Project Budget” means the budget for the Project, attached as Exhibit B, as such Project Budget may be modified from time to time in accordance with Section 3.4 hereof.

“Project Costs” means costs and expenses related to the Project identified on the Project Budget attached hereto as Exhibit B.

“Project Funds” means, collectively, the TIF Revenue Fund, and the CID Sales Tax Fund.

“Project Plan” means the Red Brick Emporia Tax Increment Financing Redevelopment Project Plan, attached as Exhibit D hereto, prepared pursuant to the TIF Act and approved by Ordinance No. 22-27 adopted by the City after public hearing on June 1, 2022.

“State” means the state of Kansas.

“TIF Act” means the tax increment finance act contained in K.S.A. 12-1770 et seq.

“TIF Eligible Project Costs” means “redevelopment project costs” as defined in the TIF Act and as set forth in the approved Project Plan, including the eligible categories of expenses set forth on the Project Budget attached hereto as Exhibit B and Financing Costs as defined by this Agreement.

“TIF Revenue” means the incremental increase in ad valorem real property taxes generated in the TIF District above the ad valorem property taxes generated by levy on the base year (current) taxable valuation of the TIF District.

“TIF Revenue Fund” means the Red Brick Emporia Redevelopment District TIF Revenue Fund, created pursuant to the TIF Act and Section 3.2A hereof.

ARTICLE II
PURPOSE OF AGREEMENT
REPRESENTATIONS AND ACQUISITION OF PROJECT SITE

Section 2.1 Purpose of Agreement.

A. The City acknowledges that completion of the Project is important to the City's economic development goals and further acknowledges the City has authorized cooperation with Developer in the development of the Project.

The Property is approximately 39 acres located at the corner of Graphic Arts Road and U.S. Highway 50 in Emporia, Kansas. This Agreement is to facilitate the Project and not for speculation in land holding. The Project Plan and the CID petition propose construction of the following:

- Site work, grading, utilities, street improvements and other improvements necessary to make the Property pad site ready, and construction of a Travel Plaza Express store and related facilities, and all common areas and parking necessary to serve the Travel Plaza Express store (the "Phase 1 Improvements");
- Construction of additional pad sites currently anticipated for use by a hotel, a food court, a stand-alone restaurant, and upscale RV park and related parking and common areas to serve such improvements (the "Phase 2 Improvements"); and
- The Phase 1 and Phase 2 Improvements and other related improvements described in this Section shall collectively constitute the "Developer Work" for purposes of this Agreement.

B. The City has agreed to pay up to \$1,000,000 the costs of surface concrete on the collector street improvements that are part of the Developer's Work described above. The City's agreement to pay not more than \$1,000,000 for surface concrete shall constitute the "City Work" for purposes of this Agreement.

The Parties anticipate the City will issue City Obligations, the proceeds of which, less the costs of issuing the City Obligations, will be applied to pay costs of the City Work. The issuance of City Obligations is subject to market conditions, approvals by the City's governing body and by state agencies as required by applicable laws of the State, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The City Obligations are also subject to the approving opinion of the City's bond counsel on matters of legality and the exemption of interest thereon from gross income for income tax purposes under State and federal law. The Parties acknowledge the City's ability to issue City Obligations for the purposes described herein may be affected by a change in applicable State or federal law.

Section 2.2 Schedule of Performance of Agreement. The financing and development of the Project as described herein contemplates the Developer owns the Property as of the Effective

Date of this Agreement and will undertake the Developer Work necessary to complete the Project. Subject to Excusable Delays, it is the intention of the parties that Phase 1 Improvements of the Developer Work (identified in Section 2.1) will begin and be substantially completed as set forth on the Phase 1 Project Schedule set for on Exhibit F. The parties recognize and agree that market and other conditions may affect the Phase 1 Project Schedule and the scope of work within Phase 1 of the Developer Work. The Phase 1 Project Schedule on Exhibit F is subject to change or modification, with the prior consent of the governing body of the City, which shall not be unreasonably withheld.

Section 2.3 Representations of City. The City makes the following representations and warranties which to the best of the City's actual knowledge, are true and correct on the date hereof:

A. *Due Authority*. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the limitations expressed herein or otherwise imposed by law, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions.

B. *No Defaults or Violation of Law*. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the City is now a party, and do not and will not constitute a default under any of the foregoing.

C. *No Litigation*. To the best of the City's knowledge, there is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. *No Default*. No default or City Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.4. Representations of the Developer. The Developer makes the following representations and warranties, which to the best of the Developer's actual knowledge, are true and correct on the date hereof:

A. *Due Authority*. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which the Developer is now a party, and do not and will not constitute a default under any of the foregoing.

C. *No Litigation.* No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project or the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

D. *Developer Financing, No Material Change in Developer Financial Information.* The Developer warrants and represents to City that, to the best of its present knowledge and belief, financing available to the Developer, in conjunction with the TIF Revenue and CID Sales Tax Revenue, will enable the Developer to timely complete the Phase 1 Improvements of the Developer Work as provided in this Agreement. The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to obtain financing and perform obligations pursuant to this Agreement. The Developer understands and agrees the City has relied upon the financial capacity of the Developer and its members in granting City approval to enter into this Agreement.

E. *Approvals.* The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

F. *Compliance with Laws.* To its actual knowledge, the Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

G. *Other Disclosures.* The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact necessary to make any such information not misleading.

H. *No Default.* No default or Developer Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

Section 2.5. Developer Information. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

A. A copy of the Developer's Articles of Organization, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the Operating Agreement of the Developer; and

C. A legal opinion from counsel to the Developer in form and substance acceptable to the City addressing, (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer.

Section 2.6. Acquisition of the Project Site. At the time that this Agreement is executed, Developer represents that Developer or an affiliate of the Developer is owner or the contract purchaser of the Property.

ARTICLE III CONSTRUCTION AND FINANCING REIMBURSEMENT OF PROJECT COSTS

Section 3.1. Developer Work/City Work; Project Costs. The Developer agrees to perform the Developer Work in accordance with all provisions of this Agreement. The Developer may make requests to the City for the reimbursement of Developer for TIF Eligible Project Costs and CID Eligible Project Costs in accordance with Section 3.4 of this Agreement. The Developer Work shall be performed and constructed by the Developer and any public improvements constructed as part of the Developer Work to be conveyed to the City shall be so conveyed upon completion and acceptance by the City of such public improvements. The Developer agrees that the Developer Work will be performed and completed according to Applicable Law and Requirements and as otherwise stated in this Agreement.

The City agrees to perform the City Work, consisting of the payment of up to but not more than \$1,000,000 of the cost of surface concrete required as part of the Developer's installation of a collector street to serve the Project. The City anticipates issuing City Obligations to finance the

City Work. The City and Developer agree to reimburse the City 100% of the amount the City contributes to pay for City Work, along with financing and interest cost on the City Obligations, solely from the CID Revenue, subject to the terms of this Agreement, on a “Pay-as-You-Go” basis and as provided in Section 3.3. The parties agree the costs of the City Work are a CID Eligible Project Cost that will be reimbursed to the City.

Section 3.2. Term; Creation of Project Funds.

A. *TIF Project Plan.* The term of the Project Plan shall commence upon publication of Ordinance No. 22- 27 and expire on the earlier of (i) the date all TIF Eligible Project Costs have been reimbursed in full, (ii) the date this Agreement is otherwise terminated under its terms, or (iii) a date occurring twenty (20) years after publication of Ordinance No. 22-27. During the term of the Project Plan, the City shall establish and maintain the TIF Revenue Fund (Red Brick Emporia Project). All TIF Revenue received by the City shall be deposited into the TIF Revenue Fund for the purpose of reimbursing the Developer for TIF Eligible Project Costs as provided in the TIF Act and this Agreement. The City shall have sole control of disbursements from the TIF Revenue Fund, subject to the City’s obligations under this Agreement.

B. *CID District.* The term of the CID District shall commence on the date the director of taxation for the State begins collecting the CID Sales Tax within the District and expire on the earlier of (i) a date when all CID Eligible Project Costs have been reimbursed in full, (ii) the date the CID Sales Tax shall expire pursuant to the CID Act or the CID Sales Tax is otherwise terminated and CID Sales Tax Revenue available to reimburse CID Eligible Project Costs is exhausted. During the term of the CID District, the City shall establish and maintain a separate fund and account known as the CID Sales Tax Fund (Red Brick Emporia Project). All CID Sales Tax Revenues received by the City shall be deposited into the CID Sales Tax Fund for the purpose of reimbursing the Developer for CID Eligible Project Costs as provided in the CID Act and this Agreement. The City shall have sole control of disbursements from the CID Sales Tax Fund, subject to the City’s obligations under this Agreement.

Section 3.3 Funding of Eligible Project Costs; Priority of Disbursements from TIF Revenue Fund and CID Sales Tax Fund. The City agrees to reimburse the Developer for TIF Eligible Project Costs solely from the TIF Revenue Fund and for CID Eligible Project Costs solely from the CID Sales Tax Fund (collectively, the “Project Funds”), as applicable, on a Pay-As-You-Go Reimbursement basis, in the order of priority set forth as follows:

A. Amounts deposited in the TIF Revenue Fund shall be used to reimburse actual TIF Eligible Project Costs incurred by the Developer.

B. Amounts deposited in the CID Revenue Fund shall be used first, to reimburse the City Work portion of CID Eligible Project Costs incurred by the City and to pay the City Administrative Fee; and second; to reimburse the actual CID Eligible Project Costs incurred by the Developer.

Section 3.4 Reimbursement/Cost Payment Process.

A. All requests for reimbursement or payment of Project Costs from the Project Funds shall be made in a Certificate of Project Costs in substantially the form attached hereto as Exhibit C, which Certificate shall be signed by the Developer Representative and, in the case of reimbursement for City Work, signed by the City, which shall identify the Project Fund or funds from which reimbursement is sought. If a Project Fund does not contain sufficient funds to pay the amount requested for reimbursement, the City may reimburse such eligible costs from the other Project Fund, if funds are available to do so and the reimbursement requested is for a cost eligible for payment from such Project Fund; provided that, the City and Developer agree that reimbursement of the City Work portion of street improvements shall be made only from the CID Revenue in the CID Sales Tax Fund. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, and evidence of completion of Developer Work, or other information reasonably requested by the City to confirm that such costs were incurred, and are eligible for reimbursement under the TIF Act or CID Act, as applicable, and which, together with previous payments, do not exceed the budgeted amounts shown on the Project Budget as amended from time to time. The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or hand delivery or by reputable national overnight mail services (e.g., Federal Express or UPS). Certificates of Project Costs may be submitted not more frequently than once per month and payment of Project Costs shall occur once per month, if funds are available. The Project Budget may be amended from time to time with the City's consent, which shall not be unreasonably withheld or delayed. The City's consent shall not be required to the extent a particular line item in the Project Budget increases by less than 20% from the figure shown on the Project Budget; however, the Developer shall notify the City in writing of increases of less than 20% and submit an amended Project Budget to the City.

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine the supporting documentation and others' records relating to all expenses related to the invoices to be paid to determine that (1) the request constitutes TIF Eligible Project Costs or CID Eligible Project Costs reimbursable from the appropriate Project Funds under this Agreement; (2) the expense was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; and (4) there is no fraud on the part of the Developer. The City may request and obtain from the Developer and other parties such other information as is reasonably necessary for the City to evaluate compliance with the terms of this Agreement.

C. The City shall have thirty (30) business days after receipt of a Certificate of Project Costs and all other documentation referred to in subsections A and B above to review and respond by written notice to the Developer indicating acceptance of the Certificate, disapproving the Certificate, or documenting any deficiency in such Certificate. If the submitted Certificate and supporting documentation are acceptable the City shall approve the Certificate and make, or cause to be made, direct reimbursement of Project Costs paid by Developer from the appropriate Project Funds, if sufficient funds are

available in the appropriate Project Fund, and in the event the Project Fund or Project Funds are at that time insufficient to reimburse the Developer for such Project Costs, the City shall promptly reimburse the Developer on the first (1st) day of each month as funds become available. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Project Costs, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. City shall notify Developer within ten (10) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the City shall reimburse the Developer for any approved Project Costs described in such Certificate, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

Section 3.5. Limitation on City's Payment Obligations. The City's obligations to reimburse Project Costs under this Agreement shall be limited by the amounts properly deposited in the TIF Revenue Fund and the CID Sales Tax Fund as provided in the TIF Act, the CID Act, other Applicable Law and Requirements, and this Agreement.

Section 3.6. Right to Inspect and Audit. The Developer agrees that, up to one (1) calendar year after the calendar year after a Certificate of Project Costs is submitted to the City for reimbursement, with reasonable advance notice and during normal business hours, the City shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to such costs (including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such cost). The Developer further agrees that throughout the Term of this Agreement, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit and copy Developer's books and records regarding the Project, the TIF Eligible Project Costs, CID Eligible Project Costs, and the application of TIF Revenue and CID Revenue to reimburse Eligible Project Costs, all as pertinent to purposes of this Agreement.

Section 3.7 Surplus. If amounts remain in the TIF Revenue Fund or the CID Sales Tax Revenue Fund after reimbursement of all TIF Eligible Project Costs and CID Eligible Costs under this Agreement such funds shall be used as determined by the City for any purpose authorized by the TIF Act, the CID Act (as applicable) or other laws of the State.

Section 3.8 City Administrative Fees. The City will charge and Developer agrees to pay the TIF administrative service fee required by the City's TIF policy, in the amount of 2.0% of the TIF Revenue, which shall be paid to the City from TIF Revenue as received. The City will charge and Developer agrees to pay the CID administrative service fee required by the City's CID policy, in the amount of 2% of the CID Revenue, which shall be paid to the City from CID Revenue as received.

Section 3.9 Retailers' Sales Tax Information. The City will provide a copy of its ordinance levying the CID Sales Tax to the Kansas Department of Revenue (KDOR) to provide for the levy of the CID Sales Tax on retail sales in the CID, beginning on the date the parties agree. The Developer agrees to provide the City and KDOR (as required) written notice identifying the current and future tenants and occupants of the CID and TIF Redevelopment District, including

names and addresses to facilitate tracking of retailers' sales tax revenue collected in the CID and TIF Redevelopment District, for the purpose of administering accurate reimbursement under this Agreement. The Developer further agrees to use all commercially reasonable efforts, not including legal proceedings, to cause all occupants, purchasers, tenants or any other entity acquiring property or occupancy rights in the TIF Redevelopment District or the CID to provide to the City, simultaneously with submission to KDOR, monthly sales tax returns for the facilities in the Redevelopment District and CID. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657. The City agrees to take all reasonable steps necessary to ensure such information is kept confidential.

ARTICLE IV GENERAL COVENANTS

Section 4.1. Operation of Project. The Project shall be constructed and operated in compliance with all Applicable Laws and Requirements. The Developer shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Developer Work, including but not limited to, obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses, which shall be TIF Eligible Project Costs and CID Eligible Project Costs.

Section 4.2. Taxes, Assessments, Encumbrances and Liens. For that portion of the Project owned by the Developer or any Affiliate, the Developer shall pay or cause to be paid when due all real estate taxes and assessments within the Project. The Developer shall be permitted to contest the validity or amounts of any tax, assessment, encumbrance or lien as permitted by laws of the State of Kansas. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the TIF District.

Subject to the Developer's right to contest in good faith any mechanics' liens, as discussed below, the Developer agrees that no mechanics' or other liens shall remain against the Property, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. The Developer shall not be in default under this Agreement if mechanics' or other liens are filed or established and the Developer contests in good faith such mechanics' liens, and in such event may permit the items contested to remain undischarged and unsatisfied during the period of contest and appeal from determination of such contest. The Developer agrees to indemnify and hold harmless the City in the event any liens are filed against the Property as a result of acts of the Developer, its agents or independent contractors, unless such liens are filed as a result of willful misconduct or negligence by the City or its officers, employees or agents.

Section 4.3. Covenant for Non-Discrimination. The Developer agrees and covenants by and for itself, its Affiliates, and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin, sexual orientation or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 4.4. Indemnification.

A. The Developer agrees to indemnify and hold the City, and its employees, officers, agents and independent contractors and consultants (collectively, the “Indemnified Parties”) harmless from and against any and all suits, claims, costs or defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and attorneys’ fees, resulting from, arising out of, or in any way connected with:

1. The acquisition of the Project by the Developer;
2. The management, design, construction, development and completion of the Project by the Developer;
3. The use or occupation of the Project by the Developer or anyone acting by, through or under the Developer;
4. Damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring in, on or about the Project or the District;
5. Any breach, default or failure to perform by the Developer under this Agreement;
6. Any delay or expense resulting from any litigation filed against the Developer by an member or shareholder of the Developer, any joint venture partner, lender, architect, contractor, consultant or other vendor, or
7. The Developer’s actions and undertakings in implementation of the Project or this Agreement.

This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement.

The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City from liability.

The right to indemnification set forth in this Agreement shall survive the expiration or termination of this Agreement.

Section 4.5. Insurance.

A. During the construction of the Project, the Developer shall maintain or cause to be maintained special builder's "all risk" in an amount reasonably acceptable to the Developer, insuring the Developer's interests in each respective phase of the Project and any equipment, furniture, supplies and other property owned, held or possessed by the Developer for the Project. During the term of this Agreement the Developer shall maintain commercial general liability insurance insuring the Developer and the City against claims for bodily injury, personal injury and property damage in a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate, and umbrella/excess liability insurance in the amount of \$2,000,000. The commercial umbrella/excess liability insurance shall have the same inception and expirations dates as the underlying general liability insurance policies and shall provide coverage no less broad than in the primary policies.

B. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and, prior to expiration of any such policy, the Developer shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer if the Developer provides the City with a certificate from an insurance consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for thirty (30) days prior written notice to the Developer and the City of any cancellation (other than for nonpayment of premium), reduction in amount or material change in coverage.

C. In the event the Developer shall fail to maintain or cause to be maintained the insurance coverage required by this Agreement, the Developer shall promptly notify the City of such event and the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premium for the same; and the Developer agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the statutory rate.

Section 4.6. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the payment or reimbursement of any Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 4.7. Construction of the Project; Infrastructure Improvements. The Developer shall have the sole responsibility to contract for the design and construction of the Developer Work, subject to Applicable Laws and Requirements and Governmental Approvals. The Developer will administer and construct all Infrastructure Improvements in compliance with Applicable Laws and Requirements and Governmental Approvals. All contracts for Infrastructure Improvements shall include provisions requiring the contractor: (1) to obtain and provide performance and labor and material payment bonds (with sureties authorized to do business in Kansas and approved by the City) in the full amount of such contracts; (2) to maintain minimum insurance requirements reasonably acceptable to the City; and (3) to provide a two-year warranty against defects in materials or workmanship. The performance and payment bonds must be furnished to the City before construction of any Infrastructure Improvements begins and name the City as an additional insured.

Section 4.8. Evidence of Completion.

A. Upon substantial completion of a discrete phase of the Developer Work, the Developer shall deliver or cause to be delivered to the City Representative an engineer's certificate certifying that the same has been completed substantially in conformance with the Project Plan and the plans approved by the City, if evidence of such substantial completion thereof has not been previously provided to the City. A certificate of occupancy issued for such improvements may serve as same.

B. For purposes of this Section, "substantial completion" means the point at which the site improvement work or building project, or a designated portion of the site improvement work or building project is sufficiently complete, in accord with the construction contract documents, so that the owner may have beneficial use or may occupy the site improvement work or building project or designated portion thereof for the use for which it is designed and intended, without regard to occupancy permits that may be issuable under applicable law.

Section 4.9. Modifications; Permitted Use. The construction of the Project may be modified or revised by written consent of the City and Developer to provide for other improvements generally consistent with the Project Plan and CID Petition. Substantial changes as defined by the TIF Act may require amendment of the Project Plan as provided by the TIF Act. Similarly, certain changes may require Developer to submit a new CID Petition, the City to conduct a public hearing and otherwise approve changes as required by the CID Act. The Developer agrees that it will not use the Property for any use other than as described in the Project Plan and this Agreement. If the Developer fails to use the Property for a use permitted under this Agreement, the City may, in its sole discretion, (a) amend this Agreement as provided in this Section, or (b) with or without amending the Project Plan or the submission of a CID petition, exercise any remedy granted to the City under this Agreement, including under Section 6.2.

Section 4.10. Public Bidding Not Required. Notwithstanding the fact that certain of the improvements herein, including portions of the Developer Work and the Infrastructure Improvements will be financed or reimbursed in whole or in part with public funding sources and

will be deemed public improvements, public bidding for the Project, and any component thereof, will not be required; however, all plans for public improvements shall require approval of City staff and comply with City inspection and testing requirements and all Governmental Approvals required for the Developer Work and the Infrastructure Improvements.

ARTICLE V ASSIGNMENT; TRANSFER

Section 5.1. Restriction on Transfer and Assignments. The qualifications and identity of the Developer are of particular concern to the City. It is in part because of the Developer's qualifications and identity that the City has entered into this Agreement with the Developer. Therefore, the Developer shall not assign or transfer all or any of its rights or duties under this Agreement nor convey any portion of the Property prior to completion of the Developer Work (except as described below) without the prior written approval of the City (which will not be unreasonably withheld), except for (i) assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement and in and to the Property to a subsidiary or affiliate which is owned or controlled by the Developer or a majority of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority of its principals, or (ii) for financing purposes as permitted by this Agreement ("Permitted Transfer"). The Parties acknowledge that portions of the Property may be transferred to one or more third parties that intend to develop the transferred Property in a manner generally consistent with the Project Plan and CID Petition, and such transfer shall also be deemed a Permitted Transfer. In the event of a Permitted Transfer, the Developer shall nonetheless promptly provide advance written notice of the same to the City and shall provide evidence satisfactory to the City that the transferee is an entity described above, so that City consent is not required. Notwithstanding the foregoing, no tenant or pad site owner of a portion of the Property shall be bound by any obligation of Developer or any other obligation hereunder solely by virtue of being a tenant or owner of a portion of the Property; provided, however, that no transferee or owner of Property except the Developer shall be entitled to any rights whatsoever or claim upon the proceeds of the Project Funds, except as specifically authorized in writing by the Developer and consented to in writing in advance by the City, which consent may be given or denied in the discretion of the City.

A. *Transfer of Obligations*. In addition to Permitted Transfers as described in the preceding paragraph, the rights, duties and obligations of the Developer under this Agreement, may be assigned, in whole or in part, to another entity with the prior written approval of the City, which approval shall not be unreasonably withheld, following the completion of the Developer Work (prior to such completion, the City may withhold such approval in its sole discretion). Prior to any assignment, the City Attorney shall have verified that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer, as applicable, under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is bound. The Developer shall not be relieved from any obligations set forth herein or any liabilities arising hereunder unless and until the City specifically agrees to release the Developer from its obligations

under this Agreement. The Developer agrees to record all assignments in the office of the Register of Deeds of Lyon County, Kansas, in a timely manner following the execution of such assignments.

B. *Assumptions of Developer Obligations.* The respective obligations of the City and the Developer under this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns (permitted or approved under this Section) of the respective parties, but shall not be automatically binding on a lender, mortgagee, successor owner or tenant of the Property.

C. *Collateral Assignment.* The restrictions on assignment, transfer and conveyance of the rights, duties and obligations of the Developer under this Agreement shall not apply to any collateral assignment of the Developer's rights to reimbursement from the TIF Revenue Fund or the CID Sales Tax Revenue Fund to secure indebtedness of the Developer to finance the Project; provided that such assignment or transfer shall not grant the assignee or transferee a right to seek direct reimbursement of Project Costs from the City under this Agreement without consent of the City as provided in Section 5.1.A

ARTICLE VI DEFAULTS AND REMEDIES

Section 6.1. Event of Default.

A. *Developer Event of Default.* Subject to Section 6.4, a "Developer Event of Default" shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement; a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

B. *City Event of Default.* Subject to Section 6.4, a "City Event of Default" shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement; a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and the continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon

receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 6.2. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate the Developer's rights under this Agreement.
2. The City may refuse to make any disbursements from the CID Sales Tax Fund or the TIF Revenue Fund until such Event of Default is cured.
3. The City may elect to terminate the CID Sales Tax.
4. The City may pursue any available remedy at law or in equity by suit; action, mandamus, injunction or other proceeding to enforce the duties and obligations of the Developer as set forth in this Agreement; to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default. Such remedies shall be cumulative. Notwithstanding anything in this Agreement to the contrary, the City is prohibited from pursuing, seeking, or obtaining specific performance against the Developer to compel construction of the Project, or any portion thereof, and the Developer shall not be liable for any special, punitive or consequential damages.

B. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

C. The exercise by the City of any one remedy shall not preclude the exercise by it; at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 6.3. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer shall have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit; action, mandamus, injunction or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement; to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default. Such remedies shall be cumulative. Notwithstanding anything in this Agreement to the contrary, the City shall not be liable for any special, punitive or consequential damages.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit such rights in any way. No waiver in fact made by the Developer of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 6.4. Excusable Delays; Extension of Times of Performance. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays and defaults are due to Excusable Delays. Any Party affected by an Excusable Delay shall use diligent effort to remove the cause or condition of the Excusable Delay and shall notify the other Party as soon as it discovers the cause or condition of Excusable Delay.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer, to which each Party shall reasonably agree at the request of another Party.

Section 6.5. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Lyon County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas sitting in Wichita, Kansas.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Development of Project.

A. *Scope.* The Project shall be developed within and subject to Applicable Law and Requirements, the Preliminary and Final Development Plat for the Project, as any of the forgoing may be amended.

B. *Governmental Approvals.* The Project shall be subject to Governmental Approvals from Governmental Authorities having jurisdiction over the Project.

C. *City Approval of Zoning, Planning, Platting.* The City agrees to consider and act on zoning, planning and platting applications submitted by the Developer related to the Project in due course and in good faith.

D. *City and Other Governmental Permits.* Before beginning construction or development of any buildings, structures or other work or improvement related to the Project, the Developer shall, at its own expense, secure or cause to be secured any and all Governmental Approvals (excepting Permitted Subsequent Approvals) applicable to such construction, development or work. The City will cooperate with and provide all usual assistance to Developer in securing such permits and approvals and diligently process, review and consider all such permits and approvals as may be required by law.

E. *Rights of Access.* For the purpose of ensuring compliance with this Agreement, representatives of the City shall have the right of access to the TIF District and CID District, without charge or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, for the inspection of the work being performed in constructing, improving, repairing and installing the Project. Representatives of the City shall comply with all applicable safety rules in so doing. Except in case of emergency, before making such access, representatives of the City shall make a good faith effort to check in with the Developer's on-site manager. The City representatives shall carry proper identification, shall insure their own safety and shall not interfere with construction activity, except in the enforcement of Applicable Laws and Requirements.

F. *Local, State and Federal Laws.* The Developer shall carry out the provisions of this Agreement in conformity with all Applicable Laws and Requirements.

Section 7.2. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

Section 7.3. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land, if any, have been provided. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 7.4. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.5. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution or ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 7.6. Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Project Costs and all other methods of implementing the Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and are a full integration of the agreement of the Parties.

Section 7.7. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect for a for a period beginning on the date of this Agreement and not exceeding the maximum period permitted under Section 3.2 of this Agreement.

Section 7.8 City's Right to Deem Projects Abandoned; Termination. If (a) the Developer fails to commence construction of the Phase 1 Improvements of Developer Work within eighteen (18) months from the date of this Agreement, or (b) after substantial completion of Phase 1 Improvements of the Developer Work, the Developer fails to commence a next phase of Developer Work within two (2) years of completing the Phase 1 Improvements, or (c) two (2) years have passed since Developer was fully reimbursed under this Agreement for Project Costs incurred in connection with the last completed phase of the Developer Work, then the City may give written notice to Developer to appear before the City Commission to provide a status report and explanation of the status of the Project.

Thereafter the City may notify the Developer in writing, in the case of the Phase 1 Improvements of Developer Work, that if the Phase 1 Improvements are not begun within six months (or a longer period agreed by the parties) of such notice, the City may deem the entire

Project abandoned and terminate this Agreement. In the case where Developer is called to appear before the City Commission after completion of Phase 1 Improvements of the Developer Work to explain a failure to commence the next phase of Developer Work, the City may notify the Developer in writing that unless a new phase of the Developer Work is begun within one (1) year after the date of the notice, the City may deem all incomplete phases of the Developer Work to be abandoned and the City shall have no obligation to reimburse Developer under this Agreement for Project Costs incurred with respect the future phases of the Developer Work the City has deemed abandoned. In the case future incomplete phases of the Developer Work are deemed abandoned under this section, this Agreement shall remain in effect until the earlier of (a) the reimbursement of Developer in full for eligible Project Costs under this Agreement incurred for the completed phases of the Developer Work, (b) the exhaustion of CID Sales Tax Revenue or TIF Revenue collected under the CID Act or TIF Act and this Agreement, or (c) termination of this Agreement by its terms.

Section 7.9. Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State, and that the unenforceability (or modification to conform to such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.10. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 7.11. Tax Implications. The Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (ii) the Developer is relying solely upon its own tax advisors in this regard.

Section 7.12. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of the Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Commission before

providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 7.13. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City of Emporia, Kansas
Attn: City Manager
P.O. Box 928, 104 E. 5th St.
Emporia, Kansas 66801-0928

With a copy to:

Triplett Woolf Garretson, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

To the Developer:

Darrin Dodge
Johnny Brown.
Red Brick Emporia, LLC
2955 SW Wanamaker Dr.
Topeka, KS 66614

With a copy to:

Catherine Walberg
Goodell Stratton Edmonds & Palmer, LLP
515 Kansas Avenue
Topeka, KS 66603

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 7.14. Kansas Law. This Agreement shall be governed by and contained in accordance with the laws of the State of Kansas. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein, the City's obligations under this Agreement are to be construed in a manner that assures the City is at all times in compliance with the Kansas Cash Basis Law and the Kansas Budget Law.

Section 7.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 7.16. Recording of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, or a memorandum of agreement, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Lyon County, Kansas. This Agreement or memorandum thereof shall be recorded by the Developer at Developer's expense, and proof of recording shall be provided to the City.

Section 7.17. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed by City and Developer effective as to the day and year first above written.

CITY OF EMPORIA, KANSAS
a Kansas municipal corporation

[seal]

By _____
Becky Smith, Mayor

ATTEST:

By: _____
Kerry Sull, City Clerk

APPROVED AS TO FORM:

Christina Montgomery, City Attorney

“CITY”

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF LYON)

Now on this _____ day of August, 2022, before me, a notary public in and for said county and state, came Becky Smith and Kerry Sull, Mayor and City Clerk, respectively, of the City of Emporia, Kansas, a Kansas municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Commission Expires:

Date of Execution: _____ RED BRICK EMPORIA, LLC

By _____
Name: _____
Title: Manager

“DEVELOPER”

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

Now on this _____ day of August, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, Manager of Red Brick Emporia, LLC, who is personally known to me to be the same persons who executed the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

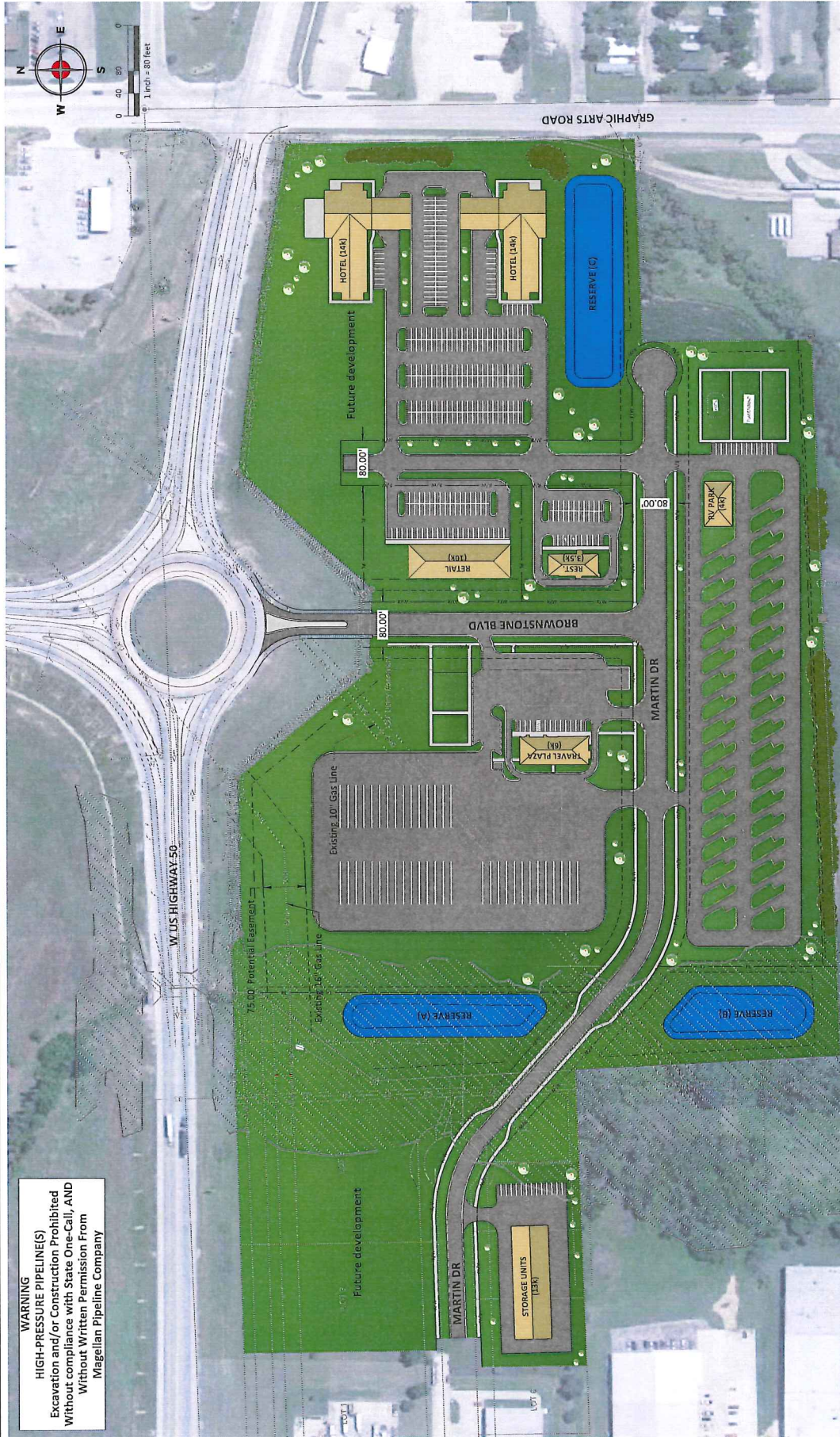
My Commission Expires:

EXHIBITS

Exhibit A	Depiction of Project
Exhibit B	Project Budget
Exhibit C	Certificate of Project Costs
Exhibit D	Project Plan
Exhibit E	CID Petition
Exhibit F	Phase 1 Project Timetable

Exhibit A – Depiction of Project

WARNING
HIGH-PRESSURE PIPELINE(S)
 Excavation and/or Construction Prohibited
 Without compliance With State One-Call, AND
 Without Written Permission From
 Magellan Pipeline Company



SITE INFORMATION

1. Current Zoning: A - Agriculture Use
2. Proposed Zoning: C3 - General Commercial District
3. Lot Usage: Commercial
4. Site Area:
5. Building Setbacks:
 - Front: 0'
 - Side: 0'
 - Rear: Lesser of 25' or 20% of lot depth
6. Parking Requirements
 - Based on the use of each individual lot

JAMIC LLC
 3700 OAKES DRIVE
 EMPORIA, KS 66801

CARGILL INCORPORATED
 841 GRAPHIC ARTS ROAD
 EMPORIA, KS 66801

No.	Revision	Date

CITY OF EMPORIA, KANSAS
 EMPORIA DEVELOPMENT
 CONCEPT PLAN

DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 MANHATTAN - HAYS - EMPORIA - TOPEKA



Project No.:
 (E2020-09)
 Date:
 7/27/2022
 Sheet No.:
 1 OF 1

Exhibit B – Project Budget

Project: Emporia Travel Plaza Project Budget

<u>Public Infrastructure</u>		<u>Cost</u>
Road A (Martin Drive Extension Phase I)	\$	1,562,800.00
Road B(Brownstone Dr. and Roundabout Improvements)	\$	1,026,487.00
<u>Private Infrastructure</u>		
Land Purchase	\$	2,718,318.24
Grading Costs	\$	1,000,004.00
Waterlines	\$	230,000.00
Sanitary Sewer	\$	268,000.00
Storm Water Detention	\$	369,869.00
Box Culvert - Martin Drive	\$	521,069.00
Travel Plaza Express Parking Lot and Utilities	\$	2,100,000.00
Large Retail Parking Lot and Utilities	\$	2,000,000.00
RV Parking Lot and Utilities	\$	1,000,000.00
Hotel Parking Lot and Utilities	\$	500,000.00
Hotel Parking Lot and Utilities	\$	500,000.00
Retail Parking and Utilities	\$	500,000.00
Restaurant Parking Lot and Utilities	\$	500,000.00
Truck Maintenance Parking Lot and Utilities	\$	500,000.00
Total *	\$	15,296,547.24

<u>Soft Costs</u>	<u>Cost</u>
Engineering	\$ 450,000.00
Market Studies	\$ 20,000.00
Legal Expenses	\$ 15,000.00
Commission Fees	\$ 70,000.00
Interest Payments	\$ 850,000.00
Development Fee / Construction Management	\$ 250,000.00
Subtotal	\$ 1,655,000.00
<u>Totals</u>	<u>Costs</u>
Public / Private Infrastructure	\$ 15,296,547.24
Soft Costs	\$ 1,655,000.00
Contingency	\$ 500,000.00
Total *	\$ 17,451,547.24

<u>Private Improvements</u>	<u>Cost to Build</u>	<u>Land Purchase</u>	<u>Total **</u>	<u>Acres</u>
Travel Plaza Express (50 parking stalls)	\$9,500,000.00	\$4,356,000.00	\$13,856,000.00	10
Hotel (60 rooms)	\$6,300,000.00	\$1,089,000.00	\$7,389,000.00	2.5
Hotel (60 rooms)	\$8,000,000.00	\$1,089,000.00	\$9,089,000.00	2.5
Restaurant (Dine-In)	\$2,250,000.00	\$653,400.00	\$2,903,400.00	1.5
Restaurant (Dine-In)	\$2,250,000.00	\$653,400.00	\$2,903,400.00	1.5
Retail	\$3,250,000.00	\$1,306,800.00	\$4,556,800.00	3
RV Park	\$3,000,000.00	\$4,356,000.00	\$7,356,000.00	10
Total **	\$34,550,000.00	\$13,503,600.00	\$48,053,600.00	31

* TIF and CID eligible

** CID eligible

Exhibit C

CERTIFICATE OF PROJECT COSTS RED BRICK EMPORIA REDEVELOPMENT
DISTRICT - DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Emporia, Kansas

RE: Red Brick Emporia 2022 Redevelopment District (TIF) and Community
Improvement District Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Red Brick Emporia Tax Increment Redevelopment District and Community Improvement District Development Agreement dated as of _____, 2022 ("Agreement") between the City of Emporia, Kansas and Emporia Land Development, LLC.

In connection with the Agreement, the undersigned Developer Representative hereby certifies as follows:

1. Each item listed in Schedule I hereto is a TIF Eligible Project Cost or CID Eligible Project Cost and was incurred in connection with the Project.
2. These costs shown on Schedule I have been paid by the Developer and are reimbursable under the Agreement from the specific Project Fund identified on Schedule I.
3. Itemized invoices, receipts or other evidence of such costs are enclosed.
4. Each item listed in Schedule I has not previously been paid or reimbursed from money derived from any Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement and the approved plans for the work.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

By: Developer Representative

By _____
Name (Printed) _____
Title _____

Approved for payment this ____ day of _____, 20__.

By _____

City of Emporia, Kansas

[

Schedule I

TIF Eligible Costs to be Paid from TIF Project Fund

Description of Project Cost (Attach required supporting documentation)	Amount of Project Cost
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
TOTAL EXPENSES	\$ _____

CID Eligible Costs to be Paid from CID Project Fund

Description of Project Cost (Attach required supporting documentation)	Amount of Project Cost
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
TOTAL EXPENSES	\$ _____

Exhibit D – Project Plan

(Attached)

Red Brick Emporia, LLC

TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT PLAN

SUBMITTED TO THE GOVERNING BODY OF THE CITY OF EMPORIA, LYON
COUNTY, KANSAS.

TABLE OF CONTENTS

1. Introduction
2. Red Brick Emporia – Redevelopment Project Plan
 - A. Subject Property
 - B. Established Redevelopment District
 - C. Description of Proposed Plan; Contribution to Economic Development
 - D. Financing Plan
 - E. Feasibility Study Summary
3. Project Costs
4. Eligible Costs
5. Project Tax Increment Revenues
6. Summary of Increase in Sales and Taxes
7. Relocation Plan
8. Conclusion

EXHIBIT LIST

- Exhibit A – 1 Map Exhibit of the Subject Property
- Exhibit A – 2 Proposed Site Plan
- Exhibit B – Legal Description of the Subject Property
- Exhibit C – City of Emporia Resolution/Ordinance
- Exhibit D – Revenue Projections

1. Introduction

Red Brick Emporia LLC (“Developer”) is working on a Tax Increment Financing Redevelopment District on approximately 39 acres located generally on the corner of Graphic Arts Road and Hwy 50 Highway, Emporia, Lyon County, Kansas (“District”). In Ordinance No. 21-38, passed by the City on November 17, 2021, the City created the District as a Tax Increment Financing (“TIF”) Redevelopment district, made other findings required by law and approved the District Plan.

Extensive research and feasibility studies have been done to confirm our initial belief of the need of another Travel Plaza in the City of Emporia. Red Brick Emporia and its consultants have over 60 years of knowledge in the travel industry and know the business inside and out. Not only is the Turnpike a major draw for traffic, but Highway 50 is the busiest stretch of trucks in the state of Kansas from Newton to Emporia. We believe that this area is in demand of another Travel Plaza and how it positively impacts the City of Emporia.

Developer and its related entity, Red Brick Investments LLC, began working with City Staff in 2020 to put a vision on the land off the South Roundabout on Hwy 50 and Graphic Arts Road. We set our eyes on a commercial development plan to bring more property tax, sales tax, jobs, and more people to/for the City of Emporia. The Developer brought forth a development plan on the original 32 acres, which after time turned into 39 acres after purchasing land from Eagle Development, LLC on the West Side of our property. The anticipated development brings a Travel Plaza Express (roughly 8,500 square foot store), Hotel (approximately 80 rooms), Food Court (12,000 square feet with 3 or 4 different food/retail tenants), a single Stand-Alone Restaurant (3,500 square feet), and an Upscale RV Park (30-40 parking stalls).

The development will take place in two phases. Phase I will be site work; grading; utilities; street improvements; and, any other improvements needed to make this site pad-site ready. Phase I will also include the “build” construction of the Travel Plaza Express and all common areas and parking needs to service Phase I. Phase II will be the remaining pad-sites and all common area and parking needed to service the remaining pad-sites.

This Project is premised on the need for a combination of public and private financing to attain the shared goals of the City and the Developer furthering this Project Plan. According to the Kansas Tax Increment Financing Act, K.S.A 12-1770 et seq., as amended (the “TIF

Act”), Kansas municipalities are authorized to establish a Redevelopment District and prepare a Redevelopment Project Plan for a TIF Project within such District. It is based on this authority that the Developer submits this Project Plan for the City of Emporia’s consideration.

2. **Red Brick Emporia, LLC – Tax Increment Financing Redevelopment Project Plan**

A. **Subject Property**

This Project Plan is located on the property that consists of approximately 39 acres located generally on the Southwest Corner of Graphic Arts Road and Highway 50, Emporia, Lyon County, Kansas. A map, site plan and legal description can be found on **Exhibits A-1, A-2, and Exhibit B**, respectfully.

B. **Established Redevelopment District**

The Project is within the Redevelopment District as approved by the City’s Governing Body on November 17, 2021, pursuant to Ordinance No. 21-38, a copy of which is attached as **Exhibit C**. This Project Plan is consistent with the district as established and the approved District Plan as described in Ordinance No. 21-38.

C. **Description of Proposed Project; Contribution to Economic Development**

The Project consists of the construction of multiple large commercial lots, which is planned to build out of the full 39 acres with a Travel Plaza, Hotel(s), Restaurant, Food Court, and RV Park. The Developer anticipates this project to be built out in two phases. This Project Plan is for Phase I. As stated previously, Phase I will include: grading; utilities; street improvements; and other any other improvements needed to make this site pad-site ready. Planned improvements for Phase I will also include constructing the Travel Plaza Express along with common areas needed for the completion of this pad, including but not limited to, parking lot and utilities. Planned improvements for Phase II (which is not included in this Project Plan) include constructing the remaining pad-sites and all common area and parking that is needed to service each individual lot. A copy of the Phase Plan can be found on **Exhibits A-1, A-2**.

The development contemplated in this Project Plan will provide significant economic impacts, including, among other things, increased future tax revenues, redevelopment of the Project is to a higher and better use, increasing employment opportunities, as well as general commerce for residents.

D. **Financing Plan**

The total estimated cost to complete all anticipated phases of this project, including the construction of buildings is \$50,000,000.00. All funds will be financed through private sources, including private equity and investors/debt. The incremental tax revenues, consisting of the allowable ad valorem tax increment (as allowed by the TIF Act) generated within the District described by this Project Plan, and the Community Improvement District sales tax revenue, described below, are anticipated to reimburse the Developer over time on a “Pay-as-you Go” basis, as they are collected for the maximum time allowed by statutes or until the overall eligible costs allowed by the TIF Act to complete this project are reimbursed, plus such interest paid on private financing as may be agreed to by the City of Emporia and the Developer in the Development Agreement.

A portion of the CID/TIF revenue is anticipated to be used to reimburse the City for paving and related costs incurred by the City, as will be detailed in a Developer Agreement between the City and Developer describing implementation of the Project Plan.

E. Feasibility Study Summary

A business feasibility analysis study has been done by the Developer via SFS Corporation to determine whether this site would be a valuable area for a commercial development or not. This study came back determining this site to be a tremendous opportunity for all parties involved. SFS Corporation specializes in Travel Plaza Development studies to determine the expected projections, including but not limited to, fuel numbers, food numbers, and other factors.

The Developer has requested that TIF financing assistance be available on a “Pay as you Go” basis, where the TIF reimbursable project costs defined by the TIF Act and in this Project Plan, be reimbursed to the Developer as TIF increment is collected on a “Pay as you Go” basis; plus, any additional interest on private financing as may be agreed upon by the City of Emporia and the Developer in the Development Agreement.

In addition to the Tax Increment revenue derived from the Redevelopment District described in this Project Plan, the Developer anticipates applying certain sales tax revenue to reimbursement of eligible costs. To this end, the Developer will submit an application, or petition to the City requesting creation of a Community Improvement District (“CID”) pursuant to K.S.A 12-6a26 et seq. (“CID Act”) to overlap the TIF District. The Developer will submit the initial petition for the CID in tandem with seeking and obtaining approval of the Project Plan described herein. The CID petition will seek imposition of a 2% sales tax on sales within the community improvement district, and revenues from such sales tax will be applied to reimburse the Developer for Project Costs eligible under the CID Act (“CID Eligible Project Costs”). This CID

tax will be a completely new source of revenue within the district and will not require the redirection of any existing taxes. As a result, the reimbursement of Developer for eligible costs described in this Project Plan will pay out much quicker than without the CID.

Developer has studied whether the Project's estimated benefits, TIF revenues and other revenues are expected to pay the TIF eligible costs of the Project. This effort involved using consultants with experience and expertise in design, development, financing, management, leasing, and operation of projects of similar scope and nature. Outside resources were also consulted to compare and verify cost and revenue projections and actual taxing jurisdiction where available.

3. **Project Costs**

The total estimated cost to complete this Project, including land acquisition and site development, is \$50,000,000.00. As determined from contract prices, engineering estimates, contractor's estimates, and/or bids, and estimates made by the City and the Developer, a breakdown of the estimated costs by category can be found below. (See Next Page)

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ESTIMATED TOTAL COSTS

<u>Description</u>		<u>Cost</u>
<u>Acquisition Costs</u>		
Land Acquisition	Thomas Land	\$ 2,426,466.24
Land Acquisition	Eagle Development	\$ 291,852.00
<u>Subtotal</u>		<u>\$ 2,718,318.24</u>

<u>Site Work / Street Work</u>		<u>Cost</u>
Grading Phase I		\$ 727,524.00
Grading Phase II		\$ 272,480.00
Waterlines		\$ 230,000.00
Sanitary Sewer		\$ 268,000.00
Storm Water Detention		\$ 369,869.00
Box Culvert		\$ 521,069.00
Brownstone Blvd / Hwy 50 Connection		\$ 1,026,487.00
Martin Drive		\$ 1,562,800.00
Pad-Site Parking Lots and Utility Connections		\$ 7,600,000.00
<u>Subtotal</u>		<u>\$ 12,578,229.00</u>

<u>Soft Costs</u>		<u>Cost</u>
Engineering		\$ 400,000.00
Market Studies		\$ 20,000.00
Legal Expenses		\$ 15,000.00
Commission Fees		\$ 70,000.00
Interest Payments		\$ 800,000.00
Development Fee / Construction Management		\$ 250,000.00
<u>Subtotal</u>		<u>\$ 1,555,000.00</u>

<u>Totals</u>		<u>Cost</u>
Acquisition Costs		\$ 2,718,318.24
Site Work / Street Work		\$ 12,578,229.00
Soft Costs		\$ 1,555,000.00
Contingency		\$ 500,000.00
<u>Total</u>		<u>\$ 17,351,547.24</u>

4. **Eligible Costs**

Pursuant to the TIF Act, only “redevelopment project costs” (as defined in the TIF Act and referred to herein as TIF Eligible Project Costs) are eligible for TIF Financing and reimbursement with TIF revenue. Of the total costs listed above, \$17,351,547.24 including interest as may be agreed to by the City and the Developer in the Development Agreement) is sought to be reimbursed to Developer and qualifies under the TIF Act as TIF Eligible Project Costs. The TIF Eligible Project Costs are identified in the previous breakdown.

5. Project Tax Increment Revenues

TIF Revenues for the Project generated over a 20-year period, as allowed according to the TIF Act and by the City, and not including CID Sales Tax revenue, are estimated to be more than \$20,000,000.00. See, Exhibit D

The Project will generate TIF revenues from the following sources permitted by the Act:

- A. Ad Valorem Tax Increment Revenues. This is the difference between the ad valorem taxes generated by the real property within the TIF District as of the date the TIF district was established, and the future ad valorem taxes which will be generated after the development has taken place.

Upon completion of the Redevelopment Project, the Project Area is estimated to have an assessed value of \$8,635,184 (25% of \$34,540,736). The difference between the base year (year the District created) assessed value (\$9,175 (25% of \$36,701)) and the assessed value at full build out (\$8,635,184 (25% of \$34,540,736)), when multiplied by the applicable mill levy rate (\$8,626,009 x .17272 (applicable mill levy)) subject to TIF, is estimated to create annual TIF increment at stabilization of approximately \$1,489,884.27 which is expected to grow annually thereafter, subject to phasing and other assumptions set forth on Exhibit D. Total tax increment revenue produced over the 20-year term of the Project is estimated to be approximately \$40,077,258.13 of which \$35,088,599.67 is capturable under the TIF Act, excluding interest and financing costs.

6. Summary of Increased Sales Tax and Property Tax

Based on this Project Plans' Estimated Project Costs, Estimated Net TIF Proceeds, and private debt/equity and other financial incentives, including the anticipated CID sales tax; the Net TIF proceeds are expected to be available to reimburse eligible costs of the Project, as followed:

- Estimated Project Costs: \$50,000,000.00
- Private Debt/Equity and all other financing sources: \$50,000,000.00
- Estimated TIF Eligible Project Costs for "Pay As You Go" to be reimbursable to the Developer - \$17,351,547.24
- Estimated CID Eligible Project Costs for "Pay As You Go" to be reimbursable to the Developer - \$17,351,547.24

The total reimbursable Project costs that can be financed under the TIF Act is limited to the amount of TIF revenue generated within the Project Area. Thus, the TIF Revenues will always equal or exceed the amount of TIF Eligible Project Costs. As described above and on Exhibit D, the estimated TIF Eligible Project Costs and the present value of the projected TIF Revenue, are expected to be sufficient to pay for the TIF Eligible Project Costs as contemplated under the TIF Act, when supplemented by private debt and equity.

7. Relocation Plan and Effect on Outstanding Special Obligation Bonds

The Developer, currently, is the sole owner or contract purchaser of all property located within this Redevelopment district. These parcels were acquired through negotiated transactions; thus, any funds required for relocation were in this purchase price. No other parties will be displaced or relocated because of this Project Plan.

Only TIF revenues generated within the Project area will be used to implement the Project Plan, there is no anticipated impact on special obligation bonds payable from revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.

8. Conclusion

Based on the foregoing, the City and Developer hereby submit this Project Plan for public hearing and due consideration.

Exhibit A-1 -- Map Exhibit

(See Attached)



Exhibit A-2 – Proposed Site Plan

(See Attached)

EMPORIA COMMERCIAL DEVELOPMENT

LAND USE PLAN

February 1, 2022

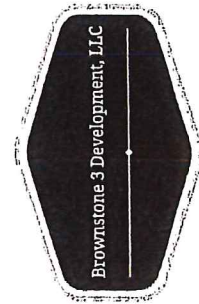


Exhibit B – Legal Description of Subject Property

(See Attached Deeds)



ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 8 DAY
OF March 2021
Justin J. Mallon
Lyon County Clerk

STATE OF KS LYON CO
WHENDY L. WEISS, REGISTER OF DEEDS
2021-01413
DATE RECORDED: 04/07/2021 11:43 AM
TX #: 4010360
REAL ESTATE FEE 17.00
TECHNOLOGY FEE 3.00
HERITAGE TRUST 2.00
PAGES: 1

CORPORATION WARRANTY DEED

THIS INDENTURE is made this 15th Day of March, 2021
Between Eagle Development Inc.
a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of
Kansas and having its principal place of business in Lyon County, in the State of Kansas of the first
part, and
Red Brick Investments, LLC
Of Lyon County, in the State of Kansas, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of \$1.00 & ovc, the receipt of
which is hereby acknowledged, do by theses presents, Grant, Bargain, Sell and Convey unto said party of
the second part or its successors and assigns, the following described real estate situated in the State of
Kansas, County of Lyon, to-wit:

LOTS 2, 3, 7, 8, 9 AND 10 IN MARTIN EAGLE SUBDIVISION TO THE CITY OF EMPORIA, LYON
COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

Together with and subject to covenants, easements and restrictions of record.

TO HAVE AND HOLD THE SAME, together with all and singular the tenements, hereditaments and
appurtenances thereunto belong or in any wise appertaining, forever. And said Grantor for itself, its
successors & assigns, does hereby covenant, promise and agree, to and with said parties of the second
part, that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted & described premises,
with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former
and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature
or kind soever;
And that it will warrant and forever defend the same unto said parties of the second part, against said
party of the first part, its successors and assigns, and all every person or persons whomsoever, lawfully
claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed on
its behalf by its corporate officer thereunto duly authorized so to do, and has caused its corporate seal to
be here unto affixed the day and year first above written.

By: Justin J. Mallon
Justin J. Mallon, Secretary

STATE OF KS COUNTY OF LYON SS:
BE IT REMEMBERED, that on this 15th day of MARCH, 2021, before me, the undersigned,
a notary public, in and for the County and State aforesaid, came Justin J. Mallon, Secretary of Eagle
Development Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws
of Kansas, who is personally known to me to be such officer, and who is personally known to me to be
the same person who executed, as such officer, the within instrument of writing on behalf of said
corporation, and such person duly acknowledged the execution of the same to be the act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed by
official seal the day and year last above mentioned.

Notary Public Jeffrey H. Williams
JEFFREY H. WILLIAMS
NOTARY PUBLIC
STATE OF KANSAS
EXP. 03-21-2025



ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 18th DAY
OF September 2020
Lyon County Clerk

STATE OF KS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2020-03727
DATE RECORDED: 09/17/2020 03:39 PM
TX #: 4007527
REAL ESTATE FEE 30.00
TECHNOLOGY FEE 6.00
HERITAGE TRUST 2.00
PAGE 12

CORPORATION WARRANTY DEED

THIS INDENTURE is made this 17th Day of September, 2020, Between
THOMAS TRANSFER & STORAGE CO., INC a corporation duly organized, incorporated and existing
under and by virtue of the laws of the State of Kansas and having its principal place of business in
Emporia, in the State of Kansas of the first part, and **RED BRICK INVESTMENTS, LLC** of Shawnee
County, in the State of Kansas, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of \$1.00 & ovc, the receipt of
which is hereby acknowledged, do by theses presents, Grant, Bargain, Sell and Convey unto said party of
the second part or its successors and assigns, the following described real estate situated in the State of
Kansas, County of Lyon, to-wit:

See "Exhibit A" for Legal Description

Together with and subject to covenants, easements and restrictions of record.

TO HAVE AND HOLD THE SAME, together with all and singular the tenements, hereditaments and
appurtenances thereunto belong or in any wise appertaining, forever, And said Grantor for itself, its
successors & assigns, does hereby covenant, promise and agree, to and with said parties of the second
part, that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted & described premises,
with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former
and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature
or kind soever;

And that it will warrant and forever defend the same unto said parties of the second part, against said
party of the first part, its successors and assigns, and all every person or persons whomsoever, lawfully
claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed on
its behalf by its corporate officer thereunto duly authorized so to do, and has caused its corporate seal to
be here unto affixed the day and year first above written.

By: Jerald Thomas
Jerald Thomas, President

STATE OF Kansas, COUNTY OF Lyon, SS:

BE IT REMEMBERED, that on this 17th day of September, 2020, before me, the undersigned, a
notary public, in and for the County and State aforesaid, came Jerald Thomas, President of **THOMAS
TRANSFER & STORAGE CO., INC**, a corporation duly organized, incorporated and existing under and by
virtue of the laws of Kansas, who is personally know to me to be such officer, and who is personally
known to me to be the same person who executed, as such officer, the within instrument of writing on
behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and
deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed by
official seal the day and year last above mentioned.

Notary Public Janice M. Miller
Janice M. Miller



Exhibit A - Thomas Transfer & Storage Co., Inc. to Red Brick Investments, LLC

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1779.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 560.00 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 300.00 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 493.66 FEET; THENCE N00°06'15"W FOR A DISTANCE OF 1049.98 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 861.71 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 617.22 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1479.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 918.68 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 774.87 FEET; THENCE N02°18'46"W FOR A DISTANCE OF 826.34 FEET; THENCE N88°08'38"E FOR A DISTANCE OF 255.23 FEET; THENCE N03°04'49"E FOR A DISTANCE OF 47.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 645.77 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 1049.98 FEET TO THE POINT OF BEGINNING, BUT EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED TRACT AS TAKEN BY CONDEMNATION IN LYON COUNTY DISTRICT COURT CASE NO. 06CV67:

COMMENCING AT THE NORTHWEST CORNER OF THE SE1/4 OF SAID SECTION 7; THENCE BEARING N87°48'06"E ALONG THE NORTH LINE OF SAID SE1/4 A DISTANCE OF 1148.94 FEET; THENCE BEARING S02°11'54"E A DISTANCE OF 91.69 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY U.S. 50 AND THE POINT OF BEGINNING; THENCE BEARING N88°17'29"E ALONG THE U.S. 50 RIGHT OF WAY A DISTANCE OF 152.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 5659.65 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°57'57", AN ARC DISTANCE OF 688.09 FEET; THENCE BEARING S41°30'48"W A DISTANCE OF 315.03 FEET; THENCE BEARING N87°28'03"W A DISTANCE OF 144.28 FEET; THENCE BEARING N39°09'41"W A DISTANCE OF 299.90 FEET; THENCE BEARING S88°41'53"W A DISTANCE OF 277.47 FEET; THENCE BEARING N46°58'34"W A DISTANCE OF 28.14 FEET TO THE POINT OF BEGINNING. LANDS ABUTTING SAID HIGHWAY SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS THERETO, EXCEPT IN THE AREA DESCRIBED ABOVE AS 144.28 FEET BEAVING A BEARING OF N87°28'03"W AND THE RIGHT OF ACCESS SHALL BE UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, UPON APPROVAL OF A PLAT FOR ALL OR A PART OF SUBJECT PROPERTY BY THE CITY OF EMPORIA, WITH A PUBLIC THOROUGHFARE OR COMMERCIAL PUBLIC STREET AND ITS CONNECTION TO HIGHWAY 50 WHICH COMPLIES WITH KDOT DESIGN AND PERMITTING REQUIREMENTS.

ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 27 DAY
OF August, 2021
Wendy L. Weiss, Deputy
Lyon County Clerk

STATE OF KS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2021-03658
REC FEE: 21.00 08/26/2021 12:02 PM
PAGES: 1



KANSAS QUITCLAIM DEED

On this 25 day of August, 2021, the Grantor, Red Brick Investments, LLC,
CONVEYS AND QUITCLAIMS to the Grantee, Red Brick Emporia, LLC, with right of
survivorship the following-described real estate in Lyon County, Kansas:

Lots 2, 3, 7, 8, 9 and 10 in Martin Eagle Subdivision to the City of Emporia,
Lyon County, Kansas, according to the recorded plat thereof.

for the sum of one dollar and other good and valuable consideration.

SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments
that may be levied, imposed, or become payable hereafter.

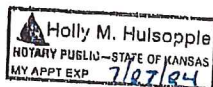
John E. Brown
Red Brick Investments, LLC
John E. Brown

Doug Hutchinson
Red Brick Emporia, LLC
Doug Hutchinson

Pursuant to K.S.A. § 79-1437c, a real estate questionnaire is not required due to Exception No.
12 (complete if applicable).

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

This instrument was acknowledged before me on August 25, 2021 by John
Brown and Doug Hutchinson.



Holly M. Hulsopple
NOTARY PUBLIC

My appointment expires: 7/27/24

STATE OF KS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2021-03659
REC FEE: 38.00 08/26/2021 12:02 PM
PAGES: 2

05610:302:106
Tx:012890

All real estate as described on Attachment A.

for the sum of one dollar and other good and valuable consideration.

SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed, or become payable hereafter.

Red Brick Emporia, LLC

Doug Hutchinson

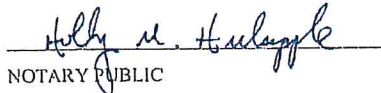
Pursuant to K.S.A. § 79-1437c, a real estate questionnaire is not required due to Exception No. 12 (complete if applicable).

STATE OF KANSAS)

) SS:

COUNTY OF SHAWNEE)

This instrument was acknowledged before me on August 25, 2021 by John Brown and Doug Hutchinson.



My appointment expires: 7/27/24

QUIT CLAIM DEED ATTACHMENT A

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1779.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 35.82 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 860.00 FEET; THENCE S88°06'15"E FOR A DISTANCE OF 300.00 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 493.06 FEET; THENCE N00°06'15"W FOR A DISTANCE OF 1049.98 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 80 FOR A DISTANCE OF 861.71 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 617.22 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1479.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 35.82 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 774.57 FEET; THENCE N02°18'18"W FOR A DISTANCE OF 324.54 FEET; THENCE N88°08'35"E FOR A DISTANCE OF 252.23 FEET; THENCE N09°04'49"E FOR A DISTANCE OF 47.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 80; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 80 FOR A DISTANCE OF 448.77 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 1049.98 FEET TO THE POINT OF BEGINNING, BUT EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED TRACT AS TAKEN BY CONDEMNATION IN LYON COUNTY DISTRICT COURT CASE NO. 06CV67:

COMMENCING AT THE NORTHWEST CORNER OF THE SE1/4 OF SAID SECTION 7, THENCE BEARING N87°48'06"E ALONG THE NORTH LINE OF SAID SE1/4 A DISTANCE OF 1148.94 FEET; THENCE BEARING S02°11'54"E A DISTANCE OF 81.69 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY U.S. 80 AND THE POINT OF BEGINNING; THENCE BEARING N88°17'25"E ALONG THE U.S. 80 RIGHT OF WAY A DISTANCE OF 569.06 FEET; THENCE ALONG SAID CURVE, THROUGH A CIRCULAR ANGLE OF 6°57'47", AN ARC DISTANCE OF 685.59 FEET; THENCE BEARING S44°20'48"W A DISTANCE OF 315.03 FEET; THENCE BEARING N87°28'03"W A DISTANCE OF 344.26 FEET; THENCE BEARING N89°09'41"W A DISTANCE OF 299.90 FEET; THENCE BEARING S88°41'53"W A DISTANCE OF 277.47 FEET; THENCE BEARING N46°58'34"W A DISTANCE OF 28.14 FEET TO THE POINT OF BEGINNING. LANDS ADJUTING SAID HIGHWAY SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS THEREFO, EXCEPT IN THE AREA DESCRIBED ABOVE AS 144.25 FEET HAVING A BEARING OF N87°28'03"W AND THE RIGHT OF ACCESS SHALL BE UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, UPON APPROVAL OF A PLAN FOR ALI OR A PART OF SUBJECT PROPERTY BY THE CITY OF EMPORIA, WITH A PUBLIC THOROUGHFARE OR COMMERCIAL PUBLIC STREET AND ITS CONNECTION TO HIGHWAY 80 WHICH COMPLETS WITH MDOT DESIGN AND PERMITTING REQUIREMENTS.

Exhibit C – Resolution 3652/Ordinance 21-38 (and related City Minutes)

(See Attached)

(Published in the *Emporia Gazette* on November 23, 2021)

ORDINANCE NO. 21-38

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF
EMPORIA, KANSAS MAKING FINDINGS REGARDING A
REDEVELOPMENT DISTRICT AND ESTABLISHING A
REDEVELOPMENT DISTRICT WITHIN THE CITY

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Emporia, Kansas (the "City") is authorized to establish redevelopment districts within defined areas of the City that are determined by the City's governing body to be "eligible areas" as defined in the Act; and

WHEREAS, the Act defines "eligible area" to include an area in the City designated as an enterprise zone before July 1, 1992 pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and where the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, the proposed redevelopment district in the City is in an area that was designated an enterprise zone pursuant to K.S.A. 12-17,107 through 12-17,113 and before July 1, 1992, and is included in the definition of an "enterprise zone" as defined in the Act; and

WHEREAS, the governing body of the City previously adopted Resolution No. 3652 stating its intent and calling public hearing under the provisions of the Act to receive public comment on the advisability of creating the redevelopment district as described in Resolution No. 3652 and further described herein (the "Red Brick Emporia Redevelopment District"); and

WHEREAS, the public hearing was held on this date, after publication and delivery of notice in accordance with the provisions of the Act.

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

Section 1. Eligible Area Legislative Findings. The governing body finds and determines the Red Brick Emporia Redevelopment District is an "eligible area" under the Act because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, and the conservation, development or redevelopment of the Red Brick Emporia Redevelopment District is necessary to promote the general and economic welfare of the City.

Section 2. Description of and Creation of Redevelopment District. The legal description of the Red Brick Emporia Redevelopment District is:

A part of the Southeast Quarter of Section 7, Township 19 South, Range 11 East of the 6th PM, Lyon County, Kansas, as shown on the Final Plat of Brownstone Addition to the City of Emporia, Lyon County, Kansas

And

Brownstone Second Addition to the City of Emporia, Lyon County, Kansas, as shown on the Final Plat thereof, being a replat of Lots 2,3,7,8,9 and 10 of Martin-Eagle Subdivision to the City of Emporia, Lyon County, Kansas

The property described above, including adjacent rights-of-way, is designated and created as the Emporia Red Brick Redevelopment District, according to the Act.

A map depicting the general location of the Emporia Red Brick Redevelopment District is attached as **Exhibit A** and incorporated here by this reference. The Emporia Red Brick Redevelopment District does not contain any property not referenced in Resolution No. 3652 providing notice of a public hearing.

Section 3. Redevelopment District Plan. The proposed redevelopment project may include separate project areas, and consists of some or all of the following: a travel plaza and related commercial uses, one or more full service hotels and related hotel uses, restaurants, retail businesses, other commercial development, and associated public and private infrastructure including site work, utilities, storm water and drainage improvements, landscaping, parking facilities and other infrastructure permitted under the Act. The redevelopment district plan is attached to this ordinance as **Exhibit B**. A description of the Red Brick Emporia Redevelopment District and the redevelopment district plan are available for inspection at the City Clerk's office, 522 Mechanic Street, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Section 4. Consequences to Other Governmental Units. No privately owned property subject to ad valorem taxation within the Emporia Red Brick Redevelopment District shall be acquired and redeveloped pursuant to the Act if the Board of County Commissioners of Lyon County, Kansas (the "County") or the Board of Education of Unified School District No. 253 (the "School District") determines by resolution adopted within thirty (30) days following the adoption of this Ordinance that the Emporia Red Brick Redevelopment District will have an adverse effect on the County or the School District, respectively.

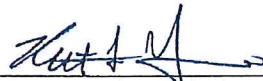
Section 5. Further Action. The Mayor, City Manager, City Clerk and other officials and employees or consultants of the City, including the City Attorney, the City's Financial Advisor and Bond Counsel, are further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. Effective Date. This Ordinance, including Exhibit A and Exhibit B, shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on
November 17, 2021.

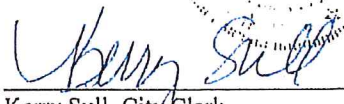
CITY OF EMPORIA, KANSAS

[seal]



Robert F. Gilligan, Mayor

ATTEST:



Kerry Sull, City Clerk

TWG REF: 875359
Redevelopment District Ordinance

EXHIBIT A
(MAP OF THE REDEVELOPMENT DISTRICT)

TWG REF: 694798
Redevelopment District Ordinance - Exhibit A

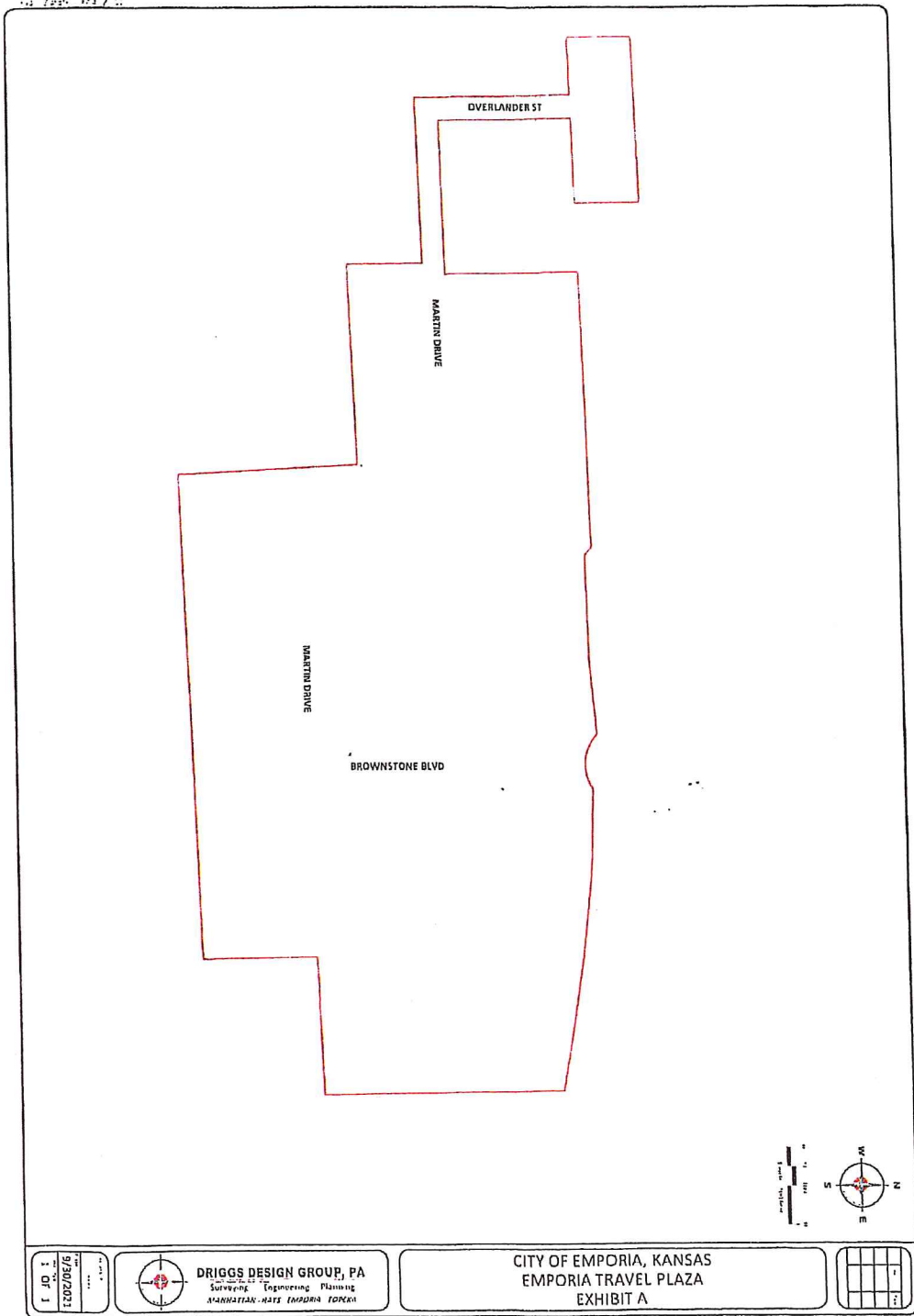


EXHIBIT B

REDEVELOPMENT DISTRICT PLAN FOR REDEVELOPMENT THROUGH TAX INCREMENT FINANCING RED BRICK EMPORIA PROJECT

EMPORIA, KANSAS

September 2021

SECTION 1. PURPOSE

The City of Emporia, Kansas (the "City") intends to create a redevelopment district within the City. Kansas statutes governing the creation of redevelopment districts and tax increment financing (K.S.A. 12-1770 *et seq.*, and particularly, K.S.A. 12-1771(a)) require preparation of a "redevelopment district plan" (referred to herein as the "district plan") before creation of a redevelopment district. The district plan is the preliminary plan identifying the proposed redevelopment project areas and generally describing the buildings, facilities and improvements proposed to be constructed in such areas.

SECTION 2. DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing involve the creation of an "increment" in real estate property taxes. The increment is the amount of property taxes paid on the increase in assessed valuation of property in the redevelopment district over the property taxes paid in the redevelopment district before redevelopment occurs. When the aggregate tax rates of all tax jurisdictions are applied to the increased property valuation in the redevelopment district, tax increment is generated and paid to the City (as permitted by the Act, certain taxes levied by school districts are not included in tax increment) to fund, pay or reimburse certain costs of the development project over time as tax increment is collected. The property taxes attributable to the assessed value of the district before redevelopment (the "base valuation"), are distributed to all taxing jurisdictions just as before development of the redevelopment district.

SECTION 3. REDEVELOPMENT DISTRICT

A map showing the boundaries of the proposed redevelopment district is attached as Exhibit A to the City's resolution setting a public hearing for considering the creation of the district and the district plan. The proposed redevelopment district is within the city limits of Emporia, Kansas and consists of 39 acres (more or less) of currently undeveloped land located in the City of Emporia and legally described as follows:

A part of the Southeast Quarter of Section 7, Township 19 South, Range 11 East of the 6th PM, Lyon County, Kansas, as shown on the Final Plat of Brownstone Addition to the City of Emporia, Lyon County, Kansas

And

Brownstone Second Addition to the City of Emporia, Lyon County, Kansas, as shown on the Final Plat thereof, being a replat of Lots 2,3,7,8,9

and 10 of Martin-Eagle Subdivision to the City of Emporia, Lyon County,
Kansas

The proposed redevelopment district qualifies as an "eligible area" for tax increment financing because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 to 12-17,113 before such statutes were repealed, and the development of the area is necessary to promote the general and economic welfare of the City.

SECTION 4. REDEVELOPMENT PROJECT

The proposed district is in an area identified by the City as desirable for additional commercial, retail and residential development. The establishment of the proposed redevelopment district will permit the City to aid in financing of eligible costs including land acquisition, infrastructure, site development and to partner with private developers to bring additional retail and other commercial development to the City.

The proposed redevelopment project consists of the acquisition of the site and associated public and private infrastructure including site work, utilities, storm water and drainage improvements, landscaping, parking facilities and other infrastructure and site improvements to permit phased development of a variety of land uses, including but not limited to, a travel plaza and related commercial uses, one or more full service hotels and related hotel uses, restaurants, retail businesses, and general commercial uses. The proposed costs eligible to be financed in this case include costs of land acquisition and the previously mentioned infrastructure, public improvements, and other site improvements, as well as soft costs and costs of financing related to those items. These eligible costs may include costs incurred prior to the time the redevelopment district is created.

SECTION 5. TAX INCREMENT FINANCING

Kansas statutes governing tax increment financing allow such financing to be used for property acquisition, site preparation, utilities, drainage, street improvements, landscape amenities, public outdoor spaces, streetscape amenities and parking facilities in a redevelopment district. The City anticipates using tax increment financing pay a portion of these costs related to the proposed project. The project plan (described in Section 6) and development agreements between the City and private developers will specify details. The anticipated plan contemplates that 100% of the ad valorem tax increment legally permitted to be captured under the Act and attributable to the redevelopment projects from the redevelopment district will be pledged to finance such costs for a period not exceeding 20 years from approval of a project plan, as provided by law. Tax increment financing may be accomplished by issuing the City's special obligation bonds and/or the City's general obligation bonds with such bonds payable over time from the tax increment. Financing may also be structured as "pay as you go" reimbursement over time. The City plans to utilize a "pay as you go" financing structure for the proposed redevelopment project and does not intend to issue bonds.

SECTION 6. PROJECT PLAN

The statutes governing tax increment financing and redevelopment districts require that all proposed redevelopment projects in a redevelopment district be presented to and authorized by the City Commission through its approval of detailed "project plans" applicable to each phase of

development. Each project plan will identify specific project areas within the redevelopment district and will include detailed descriptions of the proposed improvements and methods of financing. Before approving a project plan the City must obtain a financial feasibility study as required by statute. Project plans must be reviewed by the Planning Commission and are submitted to a public hearing after published notice and notification of affected property owners. Before going forward a project plan must be adopted by a two-thirds majority of the City Commission. No tax increment may be applied to a redevelopment project until a project plan is approved.

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met in regular session at the usual meeting place in the City on November 17, 2021, at 7:00 p.m., with Mayor Rob Gilligan presiding, and the following members of the governing body present:

Burkman, Gatz, Gabela & Smith

The following members were absent: NONE

At ____ p.m. Mayor Gilligan opened a public hearing on the creation of a redevelopment district within the City as previously authorized by Resolution No. 3652. All persons present who wished to comment were given the opportunity to do so.

The Mayor closed the public hearing at ____ p.m.

An ordinance was presented to the governing body entitled:

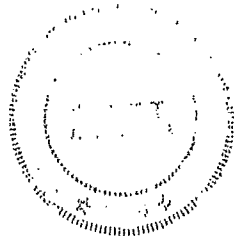
AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF
EMPORIA, KANSAS MAKING FINDINGS REGARDING A
REDEVELOPMENT DISTRICT AND ESTABLISHING A
REDEVELOPMENT DISTRICT WITHIN THE CITY

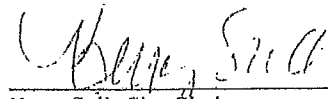
The Ordinance was considered and discussed; and on motion of Burkman, seconded by Gabela, the Ordinance was passed by a majority vote of the members present. The ordinance was assigned No. 21-37

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the November 17, 2021 meeting of the governing body of the City of Emporia, Kansas.

[seal]




Kerry Sull, City Clerk

TWC REF: 694798
Redevelopment District Ordinance - Excerpt of Minutes

The Emporia Gazette
517 Merchant St.
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 5 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
23 Nov 2021

Notice ID: ELgpd5vltmDCE1yFwmf
Notice Name: Ord 21-38

PUBLICATION FEE: \$465.68

Bettina Shank
Operations Manager

VERIFICATION
STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

23rd day of November, A.D. 2021.

Lisam Stueve
Notary Public

See Proof on Next Page

Expected print dimensions of advertisement:
Width: 3.33 in., Height: 20.03 in.

Newspaper page size: Width: 10.22 in., Height: 19.00 in.
Publisher may wrap or break notice between pages.

(Published in the Emporia Gazette on November 23, 2021)

ORDINANCE NO. 21-38

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF
EMPORIA, KANSAS MAKING FINDINGS REGARDING A
REDEVELOPMENT DISTRICT AND ESTABLISHING A
REDEVELOPMENT DISTRICT WITHIN THE CITY

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Emporia, Kansas (the "City") is authorized to establish redevelopment districts within defined areas of the City that are determined by the City's governing body to be "eligible areas" as defined in the Act; and

WHEREAS, the Act defines "eligible area" to include an area in the City designated as an enterprise zone before July 1, 1992 pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and where the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, the proposed redevelopment district in the City is in an area that was designated an enterprise zone pursuant to K.S.A. 12-17,107 through 12-17,113 and before July 1, 1992, and is included in the definition of an "enterprise zone" as defined in the Act; and

WHEREAS, the governing body of the City previously adopted Resolution No. 3652 stating its intent and calling public hearing under the provisions of the Act to receive public comment on the advisability of creating the redevelopment district as described in Resolution No. 3652 and further described herein (the "Red Brick Emporia Redevelopment District"); and

WHEREAS, the public hearing was held on this date, after publication and delivery of notice in accordance with the provisions of the Act.

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

Section 1. Eligible Area Legislative Findings. The governing body finds and determines the Red Brick Emporia Redevelopment District is an "eligible area" under the Act because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, and the conservation, development or redevelopment of the Red Brick Emporia Redevelopment District is necessary to promote the general and economic welfare of the City.

Section 2. Description of and Creation of Redevelopment District. The legal description of the Red Brick Emporia Redevelopment District is:

A part of the Southeast Quarter of Section 7, Township 19 South, Range 11 East of the 6th PM, Lyon County, Kansas, as shown on the Final Plat of Brownstone Addition to the City of Emporia, Lyon County, Kansas

And

Brownstone Second Addition to the City of Emporia, Lyon County, Kansas, as shown on the Final Plat thereof, being a replat of Lots 2,3,7,8,9 and 10 of Martin-Eagle Subdivision to the City of Emporia, Lyon County, Kansas

The property described above, including adjacent rights-of-way, is designated and created as the Emporia Red Brick Redevelopment District, according to the Act.

A map depicting the general location of the Emporia Red Brick Redevelopment District is attached as Exhibit A and incorporated here by this reference. The Emporia Red Brick Redevelopment District does not contain any property not referenced in Resolution No. 3652 providing notice of a public hearing.

Section 3. Redevelopment District Plan. The proposed redevelopment project may include separate project areas, and consists of some or all of the following: a travel plaza and related commercial uses, one or more full service hotels and related hotel uses, restaurants, retail businesses, other commercial development, and associated public and private infrastructure including site work, utilities, storm water and drainage improvements, landscaping, parking facilities and other infrastructure permitted under the Act. The redevelopment district plan is attached to this ordinance as Exhibit B. A description of the Red Brick Emporia Redevelopment District and the redevelopment district plan are available for inspection at the City Clerk's office, 322 Meacham Street, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Expected print dimensions of advertisement:
Width: 3.33 In., Height: 20.03 In.

Newspaper page size: Width: 10.22 In., Height: 19.00 In.
Publisher may wrap or break notice between pages.

Section 4. Consequences to Other Governmental Units. No privately owned property subject to ad valorem taxation within the Emporia Red Brick Redevelopment District shall be acquired and redeveloped pursuant to the Act if the Board of County Commissioners of Lyon County, Kansas (the "County") or the Board of Education of Unified School District No. 253 (the "School District") determines by resolution adopted within thirty (30) days following the adoption of this Ordinance that the Emporia Red Brick Redevelopment District will have an adverse effect on the County or the School District, respectively.

Section 5. Further Action. The Mayor, City Manager, City Clerk and other officials and employees or consultants of the City, including the City Attorney, the City's Financial Advisor and Bond Counsel, are further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. Effective Date. This Ordinance, including Exhibit A and Exhibit B, shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on November 17, 2021,

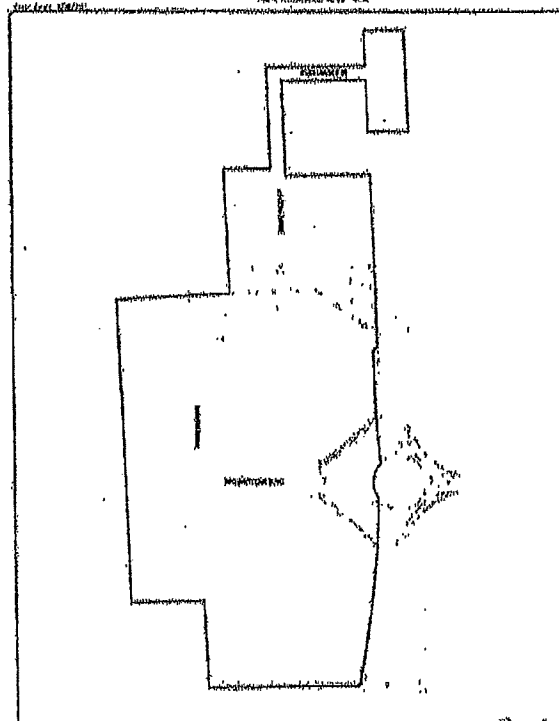
CITY OF EMPORIA, KANSAS

[seal]

Robert R. Gilligan, Mayor

ATTEST:
Kerry Sull, City Clerk

EXHIBIT A



Expected print dimensions of advertisement:
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EXHIBIT B
REDEVELOPMENT DISTRICT PLAN FOR REDEVELOPMENT
THROUGH TAX INCREMENT FINANCING
RED BRICK EMPORIA PROJECT
EMPORIA, KANSAS
September 2021

SECTION 1. PURPOSE

The City of Emporia, Kansas (the "City") intends to create a redevelopment district within the City. Kansas statutes governing the creation of redevelopment districts and tax increment financing (K.S.A. 12-1770 *et seq.*, and particularly, K.S.A. 12-1771(n)) require preparation of a "redemption district plan" (referred to herein as the "district plan") before creation of a redevelopment district. The district plan is the preliminary plan identifying the proposed redevelopment project areas and generally describing the buildings, facilities and improvements proposed to be constructed in such areas.

SECTION 2. DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing involve the creation of an "increment" in real estate property taxes. The increment is the amount of property taxes paid on the increase in assessed valuation of property in the redevelopment district over the property taxes paid in the redevelopment district before redevelopment occurs. When the aggregate tax rates of all tax jurisdictions are applied to the increased property valuation in the redevelopment district, tax increment is generated and paid to the City (as permitted by the Act, certain taxes levied by school districts are not included in tax increment) to fund, pay or reimburse certain costs of the development project over that as tax increment is collected. The property taxes attributable to the assessed value of the district before redevelopment (the "base valuation"), are distributed to all taxing jurisdictions just as before development of the redevelopment district.

SECTION 3. REDEVELOPMENT DISTRICT

A map showing the boundaries of the proposed redevelopment district is attached as Exhibit A to the City's resolution setting a public hearing for considering the creation of the district and the district plan. The proposed redevelopment district is within the city limits of Emporia, Kansas and consists of 22 acres (more or less) of currently undeveloped land located in the City of Emporia and legally described as follows:

A part of the Southeast Quarter of Section 7, Township 19 South, Range 11 East of the 6th PM, Lyon County, Kansas, as shown on the Final Plat of Brownstone Addition to the City of Emporia, Lyon County, Kansas

And
Brownstone Second Addition to the City of Emporia, Lyon County, Kansas, as shown on the Final Plat thereof, being a replat of Lots 2,3,7,8,9 and 10 of Martin-Eagle Subdivision to the City of Emporia, Lyon County, Kansas

The proposed redevelopment district qualifies as an "eligible area" for tax increment financing because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 to 12-17,113 before such statutes were repealed, and the development of the area is necessary to promote the general and economic welfare of the City.

SECTION 4. REDEVELOPMENT PROJECT

The proposed district is in an area identified by the City as desirable for additional commercial, retail and residential development. The establishment of the proposed redevelopment district will permit the City to aid in financing of eligible costs including land acquisition, infrastructure, site development and to partner with private developers to bring additional retail and other commercial development to the City.

The proposed redevelopment project consists of the acquisition of the site and associated public and private infrastructure including site work, utilities, storm water and drainage improvements, landscaping, parking facilities and other infrastructure and site improvements to permit phased development of a variety of land uses including but not limited to a travel plaza and

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portion proposed development, or a variety of land uses, including but not limited to, a variety of office and related commercial uses, one or more full service hotels and related hotel uses, restaurants, retail businesses, and general commercial uses. The proposed costs eligible to be financed in this case include costs of land acquisition and the previously mentioned infrastructure, public improvements, and other site improvements, as well as soft costs and costs of financing related to those items. These eligible costs may include costs incurred prior to the time the redevelopment district is created.

SECTION 5. TAX INCREMENT FINANCING

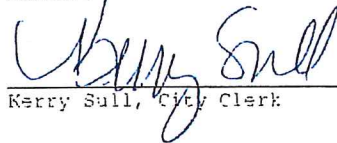
Kansas statutes governing tax increment financing allow such financing to be used for property acquisition, site preparation, utilities, drainage, street improvements, landscape amenities, public outdoor spaces, streetscape amenities and parking facilities in a redevelopment district. The City anticipates using tax increment financing pay a portion of these costs related to the proposed project. The project plan (described in Section 6) and development agreements between the City and private developers will specify details. The anticipated plan contemplates that 100% of the ad valorem tax increment legally permitted to be captured under the Act and attributable to the redevelopment projects from the redevelopment district will be pledged to finance such costs for a period not exceeding 20 years from approval of a project plan, as provided by law. Tax increment financing may be accomplished by issuing the City's special obligation bonds and/or the City's general obligation bonds with such bonds payable over time from the tax increment. Financing may also be structured as "pay as you go" reimbursement over time. The City plans to utilize a "pay as you go" financing structure for the proposed redevelopment project and does not intend to issue bonds.

SECTION 6. PROJECT PLAN

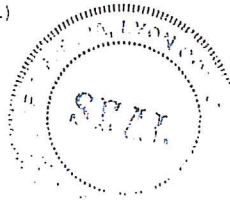
The statutes governing tax increment financing and redevelopment districts require that all proposed redevelopment projects in a redevelopment district be presented to and authorized by the City Commission through its approval of detailed "project plans" applicable to each phase of development. Each project plan will identify specific project areas within the redevelopment district and will include detailed descriptions of the proposed improvements and methods of financing. Before approving a project plan the City must obtain a financial feasibility study as required by statute. Project plans must be reviewed by the Planning Commission and are submitted to a public hearing after published notice and notification of affected property owners. Before going forward a project plan must be adopted by a two-thirds majority of the City Commission. No tax increment may be applied to a redevelopment project until a project plan is approved.

I, Kerry Sull, City Clerk of the City of Emporia, Lyon County, Kansas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 21-38 passed and approved by the Governing Body at their Regular Meeting held November 17, 2021 and published in the Emporia Gazette on November 23, 2021.

DONE this 30th day of November, 2021, in the City of Emporia, Lyon County, Kansas.


Kerry Sull, City Clerk

(SEAL)



COMMISSION MEETING

7:00 P.M.

NOVEMBER 17, 2021

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, November 17, 2021, with Mayor Gilligan presiding and Commissioners Brinkman, Geitz, Giefer and Smith present. Also present were City Manager McAnarney, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

MAYOR AND CITY COMMISSIONERS REPORTS AND COMMENTS

This is the time for the Mayor and City Commissioners to make comments and reports to the public. The following is general information for the month of October for the community:

1. Monthly Local Retail Sales Tax Receipts Update

	2020	2021	Decrease of \$28,429.43 for the month, and
	\$448,883.96	\$420,454.53	Overall increase of 7.37% from year 2020
YTD	\$ 4,176,093.58	\$4,483,679.47	

2. City Share from County Tax

	2020	2021	Decrease of \$10,237.58 for month, and
	\$ 226,975.88	\$ 216,738.30	Overall increase of 7.20% from year 2020
YTD	\$2,127,317.57	\$2,280,456.62	

3. Building Permits issued from 10/1/2021 to 10/31/2021 for new construction, remodeling, repairs and demolition.

Total number of building permits issued through Code Services:	70
Total of valuations associated with those building permits:	\$10,433,885.00
Total number of dollars collected for Building Permit Fees:	\$ 31,140.25
Construct - single family dwellings	2
Demo - single family dwellings	1
Flint Hills Mall CID for October	\$ 17,715.44
Year to Date Total	\$ 178,542.17

Consent Agenda

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

- Consider minutes of the Meetings held on November 3 and the Adjourned Meeting on November 10, 2021.
- Consider ratification of Payroll Ordinance for the period ending on November 5, 2021.
- Consider the Approval of October Budget.

d. Consider Set Bid Time and Date to receive bids for the Funston Street & 5th Ave. Paving improvements, Project No. PV2008.

The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Glefer, aye; Commissioner Geitz, aye; and Mayor Gilligan, aye.

CITY COMMISSION
(Public Comment)

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

CITY COMMISSION
(Redevelopment Project Plan for Tax Increment Financing)
(Brownstone/Red Brink Investment)
(Public Hearing)

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated at a previous Commission Meeting Resolution Number 3652 was passed establishing a public hearing be conducted for a Redevelopment District in accordance with statutory requirements. He stated this project is for the development of a variety of land uses, including but not limited to: a truck plaza and related commercial uses, one or more full service hotels and related hotel uses, restaurants, retail businesses and other commercial development, and associated public and private infrastructure including site work, utilities, storm water and drainage improvement, landscaping, parking facilities and other infrastructure permitted. He stated the proposed district is in an area identified by the City as desirable for additional commercial, retail and residential development. All local taxing entities have been notified. The benefit is mid to long term increase tax revenue for local taxing entities.

Mayor Gilligan then declared the public hearing open.

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

CITY COMMISSION
(Establishing Redevelopment District)
(Brownstone/Red Brick Emporia Redevelopment District)
(Ordinance Number 21-38)

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS MAKING FINDINGS REGARDING A REDEVELOPMENT DISTRICT AND ESTABLISHING A REDEVELOPMENT DISTRICT WITHIN THE CITY, to which the City Clerk assigned Ordinance Number 21-38, was presented to the Governing Body for their consideration.

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated this ordinance is the next step in the formation of a Redevelopment District and eventually the designation of a TIF for approximately 39 acres generally located at the intersection of Interstate 35, the Kansas Turnpike and Highway 50. He stated the applicant has met all the statutory and local requirements for establishing the RHID. Local taxing entities have been notified in accordance with the statutory requirements. He stated if there is an objection by one of the entities within thirty (30) days of the hearing a reconsideration of the ordinance shall be conducted. He stated staff was recommending approval of the Red Brick Emporia Redevelopment District.

Commissioner Brinkman made a motion to approve Ordinance Number 21-38, an ordinance establishing the Red Brick Emporia Redevelopment District. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

Exhibit D – Project Revenues

(See Attached)

Revenue Projection Assumptions

Tax Detail	Percent	Property Tax	2021 Mills
Sales Tax	6.50%	State of Kansas	1.500
State of Kansas	1.00%	Lyon County	33.281
Lyon County	1.00%	City of Emporia	42.800
City of Emporia		School District (USD #253)	55.143
		School District General	20.000
Total Local	8.50%		172.724
Capable Sales Tax (CSD)	2.00%		151.224
		(Not Capable)	
		Total	
		Capable	

Base Year Tax Amount (2021)	\$ 36,701.10	Assume a 3% increase every year	1.03
Total Appraised Value (As Constructed)	\$ 34,540,736.00		
Assessed Value - Commercial	\$ 8,635,184.00		
Total Assessed Value	\$ 172,712		
Total Mill Levy	\$ 1,491,508.52	Total Capable Property Tax Amount	\$ 1,305,847.07
Total Property Tax Collected	\$ 7,918,594.75	Total Capable Property Tax Amount	\$ 6,952,919.42
Total Property Tax Collected	\$ 17,098,416.53	Total Capable Property Tax Amount	\$ 14,970,073.15
Total Property Tax Collected	\$ 27,740,345.53	Total Capable Property Tax Amount	\$ 24,287,357.12
Total Property Tax Collected	\$ 40,077,258.13	Total Capable Property Tax Amount	\$ 35,088,599.67
		Year 1	3% Increase Per Year
		Year 5	3% Increase Per Year
		Year 10	3% Increase Per Year
		Year 15	3% Increase Per Year
		Year 20	3% Increase Per Year

Base Year Sales	\$ 2,500,000.00	Sales Tax Rate	Percent
Hospitality	\$ 5,500,000.00	State of Kansas	6.50%
Travel Plaza/RV (Does not include Fuel Sales)	\$ 9,000,000.00	Lyon County	1%
Retail / Food Sales	\$ 17,000,000.00	City of Emporia	2%
Year 1 Total Sales	\$ 19,133,649.77	Total 2% Sales Tax Collected	\$ 1,605,106.18
Year 5 Total Sales	\$ 20,916,991.21	Total 2% Sales Tax Collected	\$ 3,835,888.60
Year 10 Total Sales	\$ 22,533,540.04	Total 2% Sales Tax Collected	\$ 6,023,618.01
Year 15 Total Sales	\$ 24,275,022.24	Total 2% Sales Tax Collected	\$ 8,380,423.92
Year 20 Total Sales			
Total Sales		Year	CSD Tax Collected
		Year 1	\$ 340,000.00
		Year 2	\$ 350,200.00
		Year 3	\$ 360,705.00
		Year 4	\$ 371,527.18
		Year 5	\$ 382,673.00
		Year 6	\$ 394,153.19
		Year 7	\$ 406,065.48
		Year 8	\$ 408,066.47
		Year 9	\$ 412,157.46
		Year 10	\$ 418,339.82
		Year 11	\$ 424,614.92
		Year 12	\$ 430,984.15
		Year 13	\$ 437,448.91
		Year 14	\$ 444,010.64
		Year 15	\$ 450,670.80
		Year 16	\$ 457,430.86
		Year 17	\$ 464,292.33
		Year 18	\$ 471,256.71
		Year 19	\$ 478,325.56
		Year 20	\$ 485,500.44

Total Property Tax Collected	1,491,508.52	Year 1	\$ 1,491,508.52
	1,536,248.63	Year 2	\$ 1,536,248.63
	1,582,396.08	Year 3	\$ 1,582,396.08
	1,629,806.17	Year 4	\$ 1,629,806.17
	1,678,700.35	Year 5	\$ 1,678,700.35
	1,729,061.36	Year 6	\$ 1,729,061.36
	1,780,993.20	Year 7	\$ 1,780,993.20
	1,834,561.20	Year 8	\$ 1,834,561.20
	1,889,392.04	Year 9	\$ 1,889,392.04
	1,946,079.80	Year 10	\$ 1,946,079.80
	2,004,455.01	Year 11	\$ 2,004,455.01
	2,064,589.69	Year 12	\$ 2,064,589.69
	2,126,527.38	Year 13	\$ 2,126,527.38
	2,190,323.20	Year 14	\$ 2,190,323.20
	2,256,032.90	Year 15	\$ 2,256,032.90
	2,323,713.89	Year 16	\$ 2,323,713.89
	2,393,425.30	Year 17	\$ 2,393,425.30
	2,465,228.06	Year 18	\$ 2,465,228.06
	2,539,184.50	Year 19	\$ 2,539,184.50
	2,615,350.45	Year 20	\$ 2,615,350.45
			\$ 40,077,258.13

Total Capable Property Tax Collected	1,305,847.07	Year 1	\$ 1,305,847.07
	1,385,022.48	Year 2	\$ 1,385,022.48
	1,469,742.38	Year 3	\$ 1,469,742.38
	1,553,894.65	Year 4	\$ 1,553,894.65
	1,639,249.69	Year 5	\$ 1,639,249.69
	1,696,027.18	Year 6	\$ 1,696,027.18
	1,754,349.26	Year 7	\$ 1,754,349.26
	1,793,894.23	Year 8	\$ 1,793,894.23
	1,837,597.74	Year 9	\$ 1,837,597.74
	1,881,825.67	Year 10	\$ 1,881,825.67
	1,917,880.44	Year 11	\$ 1,917,880.44
	1,975,210.85	Year 12	\$ 1,975,210.85
	2,034,467.18	Year 13	\$ 2,034,467.18
	2,095,501.19	Year 14	\$ 2,095,501.19
	2,158,366.23	Year 15	\$ 2,158,366.23
	2,223,117.22	Year 16	\$ 2,223,117.22
	2,289,810.73	Year 17	\$ 2,289,810.73
		Year 18	\$ 2,357,549.24
		Year 19	\$ 2,426,325.56
		Year 20	\$ 2,496,150.44

Exhibit E – CID Petition

(Attached)

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Emporia, Kansas

Red Brick Emporia, LLC, the undersigned Petitioner, being the owner of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the community improvement district described herein; *and*
2. More than fifty-five percent (55%) by assessed value of the land area contained within the community improvement district described herein

petition the City of Emporia, Kansas (the "City") to create a community improvement district and authorize the proposed projects described in this petition, all as provided by K.S.A. § 12-6a26, *et seq.* (the "Act"). Pursuant to the Act, the Petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the "District") is attached as **EXHIBIT "A."** The legal description of the District is attached as **EXHIBIT "B."**

2. GENERAL NATURE OF THE PROJECTS

The general nature of the proposed project: Red Brick Emporia (the "Project") is to bring a Travel Plaza Express, Upscale RV Park, Hotel, Restaurants and more. More specifically, the costs of the Project to be financed via community improvement district financing pursuant to this Petition include the acquisition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, which may include, but are not limited to: land acquisition, infrastructure and related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, the costs of private financing of the Project, and the City and the Petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable total cost of the Project is \$50,000,000.00. Total reimbursement from the sales tax proposed by this petition will be approximately \$17,351,547.24 of the total project costs. See the attached **EXHIBIT "C"** for a Project budget.

4. PROPOSED METHOD OF FINANCING

It is proposed that community improvement district revenue requested by this Petition will be made available to finance the cost of the Project through pay-as-you-go financing, as defined in the

Act, and along with private equity and private debt. This Petition does not request the levy of special assessments, or issuance of special obligation or general obligation bonds by the City pursuant to the Act.

5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not proposed that the Project be financed through the levying of special assessments pursuant to the Act.

6. PROPOSED AMOUNT OF SALES TAX

It is proposed that the Projects be financed in part through the levying of a 2% add-on retailers' sales tax in the District, as authorized by the Act with such retailers' sales tax to commence on an effective date requested by the Petitioner in writing and approved by the City and the Kansas Department of Revenue.

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by any signatory after the City begins consideration of this Petition, or later than seven (7) days after the filing of this Petition with the City Clerk, whichever occurs first. If applicable, the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project. However, Petitioner notes that no assessments are contemplated.

[Remainder of Page Intentionally Blank; Separate Signature Page Follows]

IN WITNESS WHEREOF, the Petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

RED BRICK EMPORIA, LLC

By: _____

Name: John E. Brown

Title: CEO/Managing Member

ACKNOWLEDGMENT

STATE OF KANSAS)

) ss.

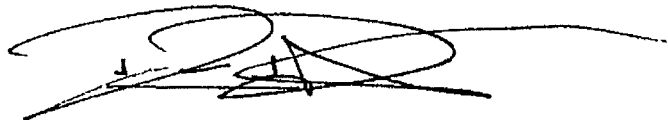
COUNTY OF Shawnee

Be it remembered that on this 7 day of April 2022, before me, a Notary Public in and for the County and State stated above, came John E. Brown, known to me personally, who is the CEO/Managing Member of Red Brick Emporia, LLC, a Kansas limited liability company, and that this instrument was signed and delivered on behalf of the company by the CEO/Managing Member.

IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal on the date written above.

My Commission Expires:

June 17, 2024



Notary Public in and for said County and State

Print Name: Darrin Dodge



EXHIBIT "A"
MAP OF DISTRICT

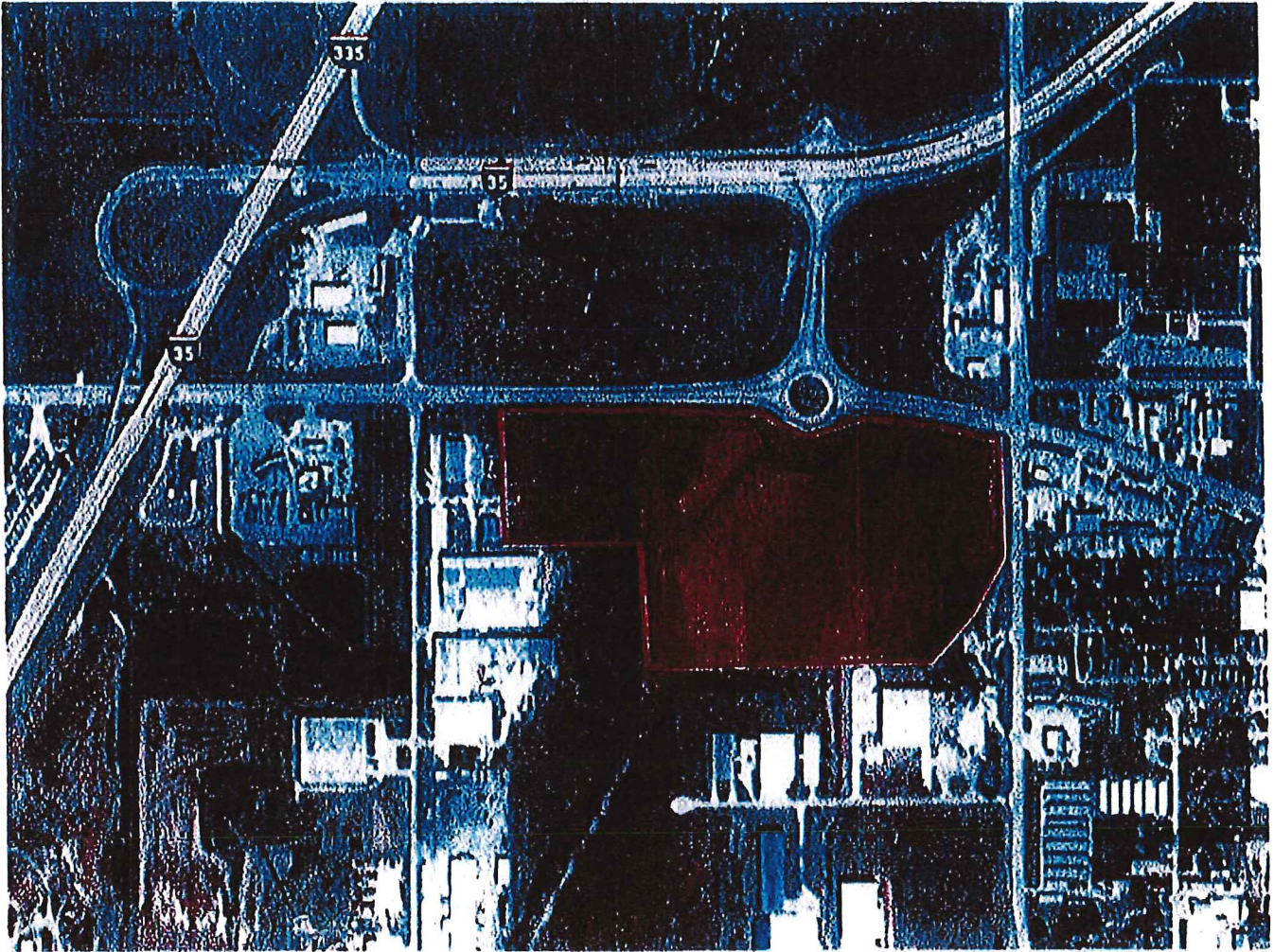


EXHIBIT "B"
LEGAL DESCRIPTION OF DISTRICT



ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 8 DAY
OF APRIL 2021
Lyon County Clerk

STATE OF KS LYON CO
WENDY L. WISS, REGISTER OF DEEDS
2021-01413
DATE RECORDED: 04/07/2021 11:43 AM
TX #1 4010380
REAL ESTATE FEE 17.00
TECHNOLOGY FEE 3.00
HERITAGE TRUST 1.00
PAGES: 1

CORPORATION WARRANTY DEED

THIS INDENTURE is made this 15th Day of March, 2021
Between Eagle Development Inc.
a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of
Kansas and having its principal place of business in Lyon County, in the State of Kansas of the first
part, and
Red Brick Investments, LLC
Of Lyon County, in the State of Kansas, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of \$1.00 & ovc, the receipt of
which is hereby acknowledged, do by theses presents, Grant, Bargain, Sell and Convey unto said party of
the second part or its successors and assigns, the following described real estate situated in the State of
Kansas, County of Lyon, to-wit:

LOTS 2, 3, 7, 8, 9 AND 10 IN MARTIN EAGLE SUBDIVISION TO THE CITY OF EMPORIA, LYON
COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

Together with and subject to covenants, easements and restrictions of record.

TO HAVE AND HOLD THE SAME, together with all and singular the tenements, hereditaments and
appurtenances thereunto belong or in any wise appertaining, forever. And said Grantor for itself, its
successors & assigns, does hereby covenant, promise and agree, to and with said parties of the second
part, that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted & described premises,
with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former
and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature
or kind soever;

And that it will warrant and forever defend the same unto said parties of the second part, against said
party of the first part, its successors and assigns, and all every person or persons whomsoever, lawfully
claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed on
its behalf by its corporate officer thereunto duly authorized so to do, and has caused its corporate seal to
be here unto affixed the day and year first above written.

By: Justin J. Mallon
Justin J. Mallon, Secretary

STATE OF KS, COUNTY OF LYON, SS:
BE IT REMEMBERED, that on this 5th day of MARCH, 2021, before me, the undersigned,
a notary public, in and for the County and State aforesaid, came Justin J. Mallon, Secretary of Eagle
Development Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws
of Kansas, who is personally know to me to be such officer, and who is personally known to me to be
the same person who executed, as such officer, the within instrument of writing on behalf of said
corporation, and such person duly acknowledged the execution of the same to be the act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed by
official seal the day and year last above mentioned.

Notary Public

JEFFREY B. WILLIAMS
NOTARY PUBLIC
STATE OF KANSAS

EXP. 03-21-2025



ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 18th DAY
OF September 2020
Lyon Godfrey Clerk

STATE OF KS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2020-03727
DATE RECORDED: 09/17/2020 03:30 PM
TX #14007927
REAL ESTATE FEE 30.00
TECHNOLOGY FEE 6.00
HERITAGE TRUST 2.00
PAGES: 2

CORPORATION WARRANTY DEED

THIS INDENTURE is made this 17th Day of September, 2020, Between
THOMAS TRANSFER & STORAGE CO., INC a corporation duly organized, incorporated and existing
under and by virtue of the laws of the State of Kansas and having its principal place of business in
Emporia, in the State of Kansas of the first part, and RED BRICK INVESTMENTS, LLC of Shawnee
County, in the State of Kansas, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of \$1.00 & ovc, the receipt of
which is hereby acknowledged, do by theses presents, Grant, Bargain, Sell and Convey unto said party of
the second part or its successors and assigns, the following described real estate situated in the State of
Kansas, County of Lyon, to-wit:

See "Exhibit A" for Legal Description

Together with and subject to covenants, easements and restrictions of record.

TO HAVE AND HOLD THE SAME, together with all and singular the tenements, hereditaments and
appurtenances thereunto belong or in any wise appertaining, forever. And said Grantor for itself, its
successors & assigns, does hereby covenant, promise and agree, to and with said parties of the second
part, that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted & described premises,
with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former
and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature
or kind soever;

And that it will warrant and forever defend the same unto said parties of the second part, against said
party of the first part, its successors and assigns, and all every person or persons whomsoever, lawfully
claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed on
its behalf by its corporate officer thereunto duly authorized so to do, and has caused its corporate seal to
be here unto affixed the day and year first above written.

By: Jerid Thomas
Jerid Thomas, President

STATE OF Kansas, COUNTY OF Lyon, SS:

BE IT REMEMBERED, that on this 17th day of September, 2020, before me, the undersigned, a
notary public, in and for the County and State aforesaid, came Jerid Thomas, President of THOMAS
TRANSFER & STORAGE CO., INC, a corporation duly organized, incorporated and existing under and by
virtue of the laws of Kansas, who is personally know to me to be such officer, and who is personally
known to me to be the same person who executed, as such officer, the within instrument of writing on
behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and
deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed by
official seal the day and year last above mentioned.

Notary Public Janice M. Miller
Janice M. Miller



Exhibit A - Thomas Transfer & Storage Co., Inc. to Red Brick Investments, LLC

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1779.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 360.00 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 300.00 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 493.66 FEET; THENCE N00°06'15"W FOR A DISTANCE OF 1049.98 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 861.71 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 617.22 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1479.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 918.68 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 774.57 FEET; THENCE N02°18'46"W FOR A DISTANCE OF 826.34 FEET; THENCE N38°08'35"E FOR A DISTANCE OF 255.23 FEET; THENCE N03°04'49"E FOR A DISTANCE OF 47.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 645.77 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 1049.98 FEET TO THE POINT OF BEGINNING, BUT EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED TRACT AS TAKEN BY CONDEMNATION IN LYON COUNTY DISTRICT COURT CASE NO. 06CV67:

COMMENCING AT THE NORTHWEST CORNER OF THE SE1/4 OF SAID SECTION 7; THENCE BEARING N87°48'06"E ALONG THE NORTH LINE OF SAID SE1/4 A DISTANCE OF 1148.94 FEET; THENCE BEARING S02°11'54"E A DISTANCE OF 91.69 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY U.S. 50 AND THE POINT OF BEGINNING; THENCE BEARING N88°17'29"E ALONG THE U.S. 50 RIGHT OF WAY A DISTANCE OF 152.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 5659.65 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°57'57", AN ARC DISTANCE OF 688.09 FEET; THENCE BEARING S41°30'45"W A DISTANCE OF 315.03 FEET; THENCE BEARING N87°28'03"W A DISTANCE OF 144.25 FEET; THENCE BEARING N39°09'41"W A DISTANCE OF 209.90 FEET; THENCE BEARING S88°41'53"W A DISTANCE OF 277.47 FEET; THENCE BEARING N46°58'34"W A DISTANCE OF 28.14 FEET TO THE POINT OF BEGINNING. LANDS ABUTTING SAID HIGHWAY SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS THERETO, EXCEPT IN THE AREA DESCRIBED ABOVE AS 144.25 FEET HAVING A BEARING OF N87°28'03"W AND THE RIGHT OF ACCESS SHALL BE UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, UPON APPROVAL OF A PLAT FOR ALL OR A PART OF SUBJECT PROPERTY BY THE CITY OF EMPORIA, WITH A PUBLIC THOROUGHFARE OR COMMERCIAL PUBLIC STREET AND ITS CONNECTION TO HIGHWAY 50 WHICH COMPLIES WITH KDOT DESIGN AND PERMITTING REQUIREMENTS.

ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 27 DAY
OF August, 2021
Deputy
Lyon County Clerk

STATE OF KANSAS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2021-03658
REC FEE: 21.00 08/26/2021 12:02 PM
PAGES: 1



KANSAS QUITCLAIM DEED

On this 25 day of August, 2021, the Grantor, Red Brick Investments, LLC,
CONVEYS AND QUITCLAIMS to the Grantee, Red Brick Emporia, LLC, with right of
survivorship the following-described real estate in Lyon County, Kansas:

Lots 2, 3, 7, 8, 9 and 10 in Martin Eagle Subdivision to the City of Emporia,
Lyon County, Kansas, according to the recorded plat thereof.

for the sum of one dollar and other good and valuable consideration.

SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments
that may be levied, imposed, or become payable hereafter.

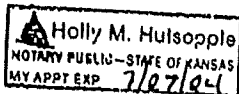
John E. Brown
Red Brick Investments, LLC
John E. Brown

Doug Hutchinson
Red Brick Emporia, LLC
Doug Hutchinson

Pursuant to K.S.A. § 79-1437c, a real estate questionnaire is not required due to Exception No.
12 (complete if applicable).

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

This instrument was acknowledged before me on August 25, 2021 by John
Brown and Doug Hutchinson.



Holly M. Hulsopple
NOTARY PUBLIC

My appointment expires: 7/27/24

ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 07 DAY
OF August, 2021
John E. Brown Typist
Lyon County, Kansas

STATE OF KANSAS LYON CO
WILLIAM L. WELLS, REGISTER OF DEEDS
2021-03659
RIC FEE: 38.00 09/23/2021 12:02 PM
PAGE: 2



KANSAS QUITCLAIM DEED

On this 25 day of August, 2021, the Grantor, Red Brick Investments, LLC,
CONVEYS AND QUITCLAIMS to the Grantee, Red Brick Emporia, LLC, with right of
survivorship the following-described real estate in Lyon County, Kansas:

All real estate as described on Attachment A.

for the sum of one dollar and other good and valuable consideration.

SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments
that may be levied, imposed, or become payable hereafter.

John E. Brown
Red Brick Investments, LLC

Doug Hutchinson
Red Brick Emporia, LLC

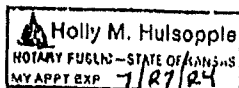
Pursuant to K.S.A. § 79-1437e, a real estate questionnaire is not required due to Exception No.
12 (complete if applicable).

STATE OF KANSAS)

) ss:

COUNTY OF SHAWNEE)

This instrument was acknowledged before me on August 25, 2021 by John
Brown and Doug Hutchinson.



Holly M. Hulsopple
NOTARY PUBLIC

My appointment expires: 7/27/24

QUIT CLAIM DEED ATTACHMENT A

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1779.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 69.02 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 300.00 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 300.00 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 493.66 FEET; THENCE N00°06'15"W FOR A DISTANCE OF 1049.98 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 861.71 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 617.23 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND LYING IN THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE NORTHERLY ON THE EAST LINE OF SAID SECTION 7 ON AN ASSUMED BEARING OF N00°06'15"W FOR A DISTANCE OF 1479.15 FEET; THENCE S88°34'43"W FOR A DISTANCE OF 918.68 FEET TO THE POINT OF BEGINNING; THENCE S88°34'43"W FOR A DISTANCE OF 774.87 FEET; THENCE N02°18'46"W FOR A DISTANCE OF 826.34 FEET; THENCE N88°08'35"E FOR A DISTANCE OF 235.23 FEET; THENCE N03°04'49"E FOR A DISTANCE OF 47.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50; THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 50 FOR A DISTANCE OF 645.77 FEET; THENCE S00°06'15"E FOR A DISTANCE OF 1049.98 FEET TO THE POINT OF BEGINNING, BUT EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED TRACT AS TAKEN BY CONDEMNATION IN LYON COUNTY DISTRICT COURT CASE NO. 06CV67:

COMMENCING AT THE NORTHWEST CORNER OF THE SE1/4 OF SAID SECTION 7; THENCE BEARING N87°48'06"E ALONG THE NORTH LINE OF SAID SE1/4 A DISTANCE OF 1140.94 FEET; THENCE BEARING S02°11'54"E A DISTANCE OF 91.69 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY U.S. 50 AND THE POINT OF BEGINNING; THENCE BEARING N88°17'22"E ALONG THE U.S. 50 RIGHT OF WAY A DISTANCE OF 152.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 5639.65 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°57'57", AN ARC DISTANCE OF 688.09 FEET; THENCE BEARING S41°30'45"W A DISTANCE OF 315.03 FEET; THENCE BEARING N87°28'03"W A DISTANCE OF 144.23 FEET; THENCE BEARING N39°09'41"W A DISTANCE OF 229.98 FEET; THENCE BEARING S88°41'53"W A DISTANCE OF 277.47 FEET; THENCE BEARING N46°58'34"W A DISTANCE OF 28.14 FEET TO THE POINT OF BEGINNING. LANDS ADJUTING SAID HIGHWAY SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS THERETO, EXCEPT IN THE AREA DESCRIBED ABOVE AS 144.25 FEET HAVING A BEARING OF N87°48'03"W AND THE RIGHT OF ACCESS SHALL BE UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, UPON APPROVAL OF A PLAT FOR ALL OR A PART OF SUBJECT PROPERTY BY THE CITY OF EMPORIA, WITH A PUBLIC THOROUGHFARE OR COMMERCIAL PUBLIC STREET AND ITS CONNECTION TO HIGHWAY 50 WHICH COMPLES WITH KDOT DESIGN AND PERMITTING REQUIREMENTS.

EXHIBIT "C"
ESTIMATED PROBABLE COST OF PROJECT
Project Budget

Description		Cost
<u>Acquisition Costs</u>		
Land Acquisition	Thomas Land	\$ 2,426,466.24
Land Acquisition	Eagle Development	\$ 291,852.00
Subtotal		\$ 2,718,318.24

<u>Site Work / Street Work</u>		Cost
Grading Phase I		\$ 727,524.00
Grading Phase II		\$ 272,480.00
Waterlines		\$ 230,000.00
Sanitary Sewer		\$ 268,000.00
Storm Water Detention		\$ 369,869.00
Box Culvert		\$ 521,069.00
Brownstone Blvd / Hwy 50 Connection		\$ 1,026,487.00
Martin Drive		\$ 1,562,800.00
Pad-Site Parking Lots and Utility Connections		\$ 7,600,000.00
Subtotal		\$ 12,578,229.00

<u>Soft Costs</u>		Cost
Engineering		\$ 400,000.00
Market Studies		\$ 20,000.00
Legal Expenses		\$ 15,000.00
Commission Fees		\$ 70,000.00
Interest Payments		\$ 800,000.00
Development Fee / Construction Management		\$ 250,000.00
Subtotal		\$ 1,555,000.00

Totals		
Acquisition Costs		\$ 2,718,318.24
Site Work / Street Work		\$ 12,578,229.00
Soft Costs		\$ 1,555,000.00
Contingency		\$ 500,000.00
Total		\$ 17,351,547.24

Exhibit F –Phase 1 Project Timetable



Red Brick Emporia, LLC

City of Emporia
Attn: Trey Cocking and Jim Witt
Date: August 9, 2022
Subject: Phase I Schedule

Dear Trey and City of Emporia,

Red Brick Emporia wanted to give an update on the schedule for the completion of the Phase I Buildout of our Development located at the intersection of Hwy 50 and Graphic Arts Road.

We are in deep communication with a contractor and Travel Plaza operator to begin construction in the third or fourth quarter of this fiscal year. The Travel Plaza will be a national branded store and will have truck parking on-site. There will also be a national food retailer as the Drive-Thru on the Travel Plaza. When the construction schedule is finalized, we will announce National Name Brand as well as End-Cap Drive Thru.

In addition to the Travel Plaza, the RV Park is planned to begin construction as well in the third or fourth quarter of this fiscal year. This Park will be an upscale addition to this development, with concrete paved parking paths and multiple amenities: outdoor sport-courts, firepits, live music capabilities, and more. A pool and bar have been in the design phases but are subject to cost considerations.

We also have Hotel Operators that are working on obtaining licensing for major flags. We cannot yet confirm the flags that will be flown but some names that have been brought up to us for approval have been of the following products: Marriot, Hilton, Best Western. When the operators receive their final approval, we will announce to you at that time.

Kind Regards,

Darrin Dodge

Darrin Dodge, Vice President of Operations
Red Brick Emporia, LLC

Commission Action Report

Title: Ordinance No. 22-36 Amending, Supplementing, and Reinstating Main Trafficways.

Proposed Agenda Date: August 17, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND:

The City will be issuing bonds for the work to be done on Brownstone Boulevard and Martin Drive. They are both to be classified as Main Trafficway Connections.

DISCUSSION:

In order to issue bonds for the aforementioned streets, they must be listed as Main Trafficway Connections.

FINANCIAL CONSIDERATIONS:

Ability to issue bonds.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve the amended Main Trafficways and Main Trafficway Connection Ordinance.

ATTACHMENTS: Ordinance

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

ORDINANCE NO. 22-36

AN ORDINANCE AMENDING, SUPPLEMENTING AND RESTATING ORDINANCE NO. 20-18 DESIGNATING MAIN TRAFFICWAYS AND MAIN TRAFFICWAY CONNECTIONS IN THE CITY OF EMPORIA, KANSAS PURSUANT TO K.S.A. 12-685 ET SEQ., AND REPEALING ORDINANCE NO. 22-30.

SECTION 1. Pursuant to K.S.A. 12-685 to 12-690 (the "Act") the governing body of the city of Emporia, Kansas (the "City") has adopted and approved Ordinance No. 20-18 which designates certain streets within the corporate limits of the City as main trafficways or main trafficway connections under the Act. The City has determined it necessary to supplement, amend and restate Ordinance No. 20-18 to designate other streets within the corporate limits of the City as main trafficways or main trafficway connections. Pursuant to the Act, and in addition to the main trafficways designated in Ordinance No. 20-18 as are restated herein, the City designates Highland Street within the corporate limits of the City as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City or between such areas and traffic facilities outside the City performing the function of major trafficways:

1. 5th Avenue
2. 6th Avenue
3. 12th Avenue
4. 15th Avenue
5. 18th Avenue
6. 24th Avenue
7. 30th Avenue
8. Americus Road
9. Commercial Street
10. East Street
11. Exchange Street
12. Graphic Arts Road
13. Highland Street
14. Industrial Road
15. Lincoln Street
16. Logan Avenue
17. Market Street
18. Merchant Street
19. Mechanic Street
20. Penny Lane
21. Peyton Street
22. Prairie Street
23. Rural Street

24. Soden Road
25. South Avenue
26. U.S. Highway 50
27. Walnut Street
28. Weaver Street
29. West Street
30. Whilden Street

SECTION 2. Pursuant to the Act, and in addition to the main trafficway connections designated in Ordinance No. 20-18, as restated herein, the governing body of the City designates Brownstone Boulevard and Martin Drive, within the corporate limits of the City as main trafficway connections, the purpose of which is to provide adequate connections with or between any main trafficways of the City or for the purpose of relieving traffic congestion at certain points on main trafficways:

1. 2nd Avenue from Mechanic Street to Commercial Street
2. 4th Avenue from Rural Street to Mechanic Street
3. 9th Avenue from Commercial Street to Prairie Street
4. 10th Avenue between Union Street and Exchange Street
5. 11th Avenue from Commercial Street and Mechanic Street
6. 18th Avenue from Americus Road to Industrial Road
7. 18th Avenue from Lincoln Street to Merchant Street
8. 22nd Avenue from Prairie Street and Industrial Road
9. 24th Avenue from Graphic Arts Road to Prairie Street
10. 24th Avenue from Prairie Street to Lincoln Street
11. 30th Avenue from Americus Road to Prairie Street
12. Burlingame Road from 12th Avenue to the 3-mile limit
13. Chestnut Street from 5th Avenue to 15th Avenue
14. Coronado Avenue from Prairie Street to Lincoln Street
15. Exchange Street from South Avenue to 12th Avenue
16. Flint Road between Prairie Street and Industrial Road
17. Funston Street between 6th Avenue and 5th Avenue.
18. Lincoln Street from 15th Avenue to Coronado Avenue
19. Lockerman Road from Prairie Street to the County Road
20. Overlander Road from 6th Avenue to Highway 50
21. Penny Lane from Weaver Street to South Avenue
22. Randolph Avenue from West Street and Walnut Street
23. South Exchange Street from Logan Avenue to Soden Road
24. State Street from South Avenue to Highway 50
25. Sunnyslope Street from 6th Avenue to 5th Avenue
26. Union Street from 6th Avenue to 10th Avenue
27. Warren Way from Logan Avenue to Weaver Street
28. Washington Street from 12th Avenue to 15th Avenue
29. Brownstone Boulevard from US Highway 50 to Martin Drive
30. Martin Drive from Overlander Street to its eastern terminus.

SECTION 3. This ordinance designating main trafficways or trafficway connections supplements, amends and restates designations made by Ordinance No. 20-18 to the extent stated herein, and the Ordinance No. 20-18 shall remain in full force and effect.

SECTION 4. Ordinance No. 22-30 of the City, adopted on June 1, 2022, is repealed and replaced by this Ordinance.

SECTION 5. This Ordinance shall take effect from and after its passage by the governing body and its publication one time in the official City newspaper.

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PASSED, APPROVED AND ADOPTED by the governing body of the City of Emporia,
Kansas on August 17, 2022.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Becky Smith, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met at the normal meeting place in the City on August 17, 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 was presented to the governing body an Ordinance entitled:

AN ORDINANCE AMENDING, SUPPLEMENTING AND RESTATING
ORDINANCE NO. 20-18 DESIGNATING MAIN TRAFFICWAYS AND MAIN
TRAFFICWAY CONNECTIONS IN THE CITY OF EMPORIA, KANSAS
PURSUANT TO K.S.A. 12-685 ET SEQ. AND REPEALING ORDINANCE
NO. 22-30.

The Ordinance was considered and discussed; and on motion of _____,
seconded by _____, the Ordinance was adopted by a majority vote of all
members present.

The Ordinance was assigned No. 22-__.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings
at the August 17, 2022, meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

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

ORDINANCE NO. 22-37

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN APPROXIMATE PRINCIPAL AMOUNT OF \$1,000,000 TO PAY A PORTION OF THE COSTS OF THE IMPROVEMENTS.

WHEREAS, K.S.A. 12-685 *et seq.* (the “Main Trafficway Act”) authorizes the governing body of the City of Emporia, Kansas (the “City”) to designate by ordinance, any existing or proposed street or part thereof within the City as a main trafficway or trafficway connection and to improve such streets and pay the costs of improvement by issuing general obligation bonds of the City; and

WHEREAS, in Ordinance No. 20-18, as supplemented, amended and restated by Ordinance No. 22- __, the City has designated certain main trafficways and trafficway connections within the City, including those named in this Ordinance for improvement; and

WHEREAS, the City has determined it necessary to authorize, construct, and acquire street improvements consisting of the construction of Brownstone Boulevard from US Highway 50 to its intersection with Martin Drive, and Martin Drive from its intersection with Overlander Street to its eastern terminus, all located within Brownstone Addition and the Brownstone Second Addition in the City (the “Main Trafficway Project”) and to issue general obligation bonds of the City in the amount of the City’s share of the costs of the Main Trafficway Project.

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

Section 1. Authorization of Project. The Main Trafficway Project is authorized and directed to be completed pursuant to the Main Trafficway Act and as described in the plans and specifications for the projects approved by this body and the City’s staff.

Section 2. Payment of Project Costs. The total estimated cost of the Main Trafficway Project is \$2,589,287 with \$1,000,000 of such costs authorized to be paid by the City-at-large through the issuance of general obligation bonds of the City as provided by the Main Trafficway Act. The balance of the costs will be paid as provided in the Red Brick Emporia Tax Increment District and Community Improvement District Development Agreement between the City and Red Brick Emporia, LLC. Temporary notes of the City may be issued to pay costs of the Main Trafficway Projects until the general obligation bonds authorized by this Ordinance are issued.

Section 3. Reimbursement. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Ordinance shall be in force and take from and after its adoption and approval by the governing body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on August 17, 2022.

CITY OF EMPORIA, KANSAS

[Seal]

By _____
Becky Smith, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The City Commission of the City of Emporia, Kansas, met in regular session, at the usual meeting place in the City on August 17, 2022, at 11:00 a.m., with Mayor Becky Smith presiding and the following members present:

and the following members were absent:

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

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN APPROXIMATE PRINCIPAL AMOUNT OF \$1,000,000 TO PAY A PORTION OF THE COSTS OF THE IMPROVEMENTS.

After discussion, upon motion by _____, seconded by _____, the Ordinance was passed by a majority of the governing body.

The Ordinance was assigned No. 22-37.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify the foregoing is a true and correct Excerpt of Minutes of an August 17, 2022, regular meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk



Commission Action Report

Title: Consider Charter Ordinance No. 41 Relating to Bonding Authority

Proposed Agenda Date: August 17, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The City previously utilized its Home Rule Authority to establish Charter Ordinance No. 27 exempting the City of Emporia from the provisions and K.S.A. 13-1024a relating to bonding authority and providing substitute provisions. In 2018, the City adopted Charter Ordinance No. 39 repealing Charter Ordinance 27 and creating alternate provisions.

DISCUSSION:

Proposed Charter ordinance No. 41 was prepared by Garth Herrmann with public finance law firm GilmoreBell. The charter ordinance would exempt the City of Emporia from the provisions of K.S.A. 13-1024a, provide substitute provisions in place thereof, and repeal existing Charter Ordinance No. 39. The provisions of this charter ordinance provide broad authority for a wide variety of public improvements, including as a mechanism to assist with public improvements related to housing. The City would utilize this on a case-by-case basis to authorize projects by resolution of the City Commission.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

Charter ordinances must be approved by a 2/3 majority vote of the City Commission. If approved, the charter ordinance will be published in the official city newspaper for two (2) consecutive weeks and become effective sixty-one (61) days after final publication, unless a protest petition is filed.

RECOMMENDED ACTION:

Approve Charter Ordinance No. 41

ATTACHMENTS:

Proposed Charter Ordinance No. 41

(Published in the *Emporia Gazette* on August 23, 2022 and August 30, 2022)

CHARTER ORDINANCE NO. 41

A CHARTER ORDINANCE EXEMPTING THE CITY OF EMPORIA, KANSAS, FROM THE PROVISIONS OF K.S.A. 13-1024a AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO GENERAL IMPROVEMENTS AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR SAID IMPROVEMENTS; AND REPEALING CHARTER ORDINANCE NO. 39 OF THE CITY.

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the “Act”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government, including passing charter ordinances which exempt such cities from non-uniform statutes and acts of the Kansas Legislature; and

WHEREAS, the City of Emporia, Kansas (the “City”) is a City, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 13-1024a is part of an enactment of the Kansas Legislature (K.S.A. 13-1024a *et seq.*) relating to general improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City has heretofore passed Charter Ordinance No. 39 which exempts the City from the provisions of K.S.A. 13-1024a, and provides substitute and additional provisions therefor; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 13-1024a, and to provide substitute and additional provisions therefor, and when effective, repeal the provisions of Charter Ordinance No. 39.

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

Section 1. Exemption – K.S.A. 13-1024a. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it, the provisions of K.S.A. 13-1024a, and does hereby provide the following substitute and additional provisions in place thereof:

For the purpose of paying for any bridge, viaduct, street, sidewalk, transportation or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the city, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the city, or for the improvement, repair

or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, telecommunications, crematory, desiccating or reduction works or other public utility plant or works owned by the city, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the city may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the city may borrow money and issue its general obligation bonds and/or temporary notes for the same.

Before any such general obligation bonds and/or temporary notes are authorized or issued pursuant to this Charter Ordinance, the City will adopt a resolution specifying the amount of such general obligation bonds and/or temporary notes and the purpose of the issuance thereof.

Section 2. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 3. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty-one (61) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

Section 4. Repealer. Upon the effective date of this Charter Ordinance, Charter Ordinance No. 39 shall be repealed.

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PASSED with at least two-thirds (2/3) vote of the entire City Commission of the City of Emporia, Kansas, on August 17, 2022 and **SIGNED** by the Mayor.

CITY OF EMPORIA, KANSAS

(Seal)

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

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Commission Action Report

Title: 24 Inch Waterline Design Contract Supplemental Agreement

Proposed Agenda Date: August 17, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

In December of 2021, the city entered into an agreement with BG Consultants for the design the first phase of a 24-inch waterline. That phase is from the water treatment plant to 18th Ave and Prairie St. In the second phase, the 24-inch waterline would go down Prairie St. from 18th Ave to 12th Ave. The second phase would replace both the 20-inch and 16-inch waterlines that are currently in Prairie St. Since signing the contract for design of the first phase, there have been two (2) waterline breaks on the 20-inch line. Because of these breaks, staff feels that the two (2) phases should be completed at the same time to replace the aging lines.

DISCUSSION:

Staff would like to amend the current design contract to include the second phase, and complete both phases at the same time. The estimated cost of construction for both phases is \$4,125,546.00 and is include in the State Revolving Fund loan.

FINANCIAL CONSIDERATIONS:

The cost to include the second phase of the 24-inch waterline in the current design contract is \$184,850.00, bringing the total contract cost to \$416,925.00. The cost is reimbursable with money from the State Revolving Fund loan.

OTHER CONSIDERATIONS:

Enter Information Regarding Other Considerations-to include financial and/or legal or N/A

RECOMMENDED ACTION:

Approve Supplemental Agreement No. 1 with BG Consultants for \$184,850.00.

ATTACHMENTS:

Supplemental Agreement No. 1

**Supplemental Agreement No. 1
to
Engineering Services Agreement
Between
City of Emporia, KS and BG Consultants, Inc.
for
21-1417E City of Emporia Potable Waterline Improvements
24th Avenue – Pump Station to 18th Avenue
Emporia, KS**

The purpose of this Supplement No. 1 is to define additional professional services requested by the **City of Emporia**, hereinafter called the CLIENT, to be provided by **BG Consultants, Inc.**, hereinafter called the CONSULTANT. This agreement is a supplement to the **City of Emporia - Potable Waterline Improvements: 24th Avenue – Pump Station to 18th Avenue AND BG CONSULTANTS, DATED December 1, 2021.**

SECTION I – SCOPE OF SERVICES

Under the terms of Supplement No. 1, the CLIENT and CONSULTANT agree to modify the scope of services to include additional professional services described as follows:

1. Preliminary Engineering
 - a. Design two additional waterline improvements (6” & 24” diam. Waterline) on Prairie Street from 18th Avenue to 12th Avenue.
 - b. Design 525 linear feet of CIPP for sanitary sewer main at 15th and Prairie Street.
 - c. Design shall be incorporated into the current design plans and bid as one single project.
 - d. Provide services as outlined in Exhibit 1 of the original agreement.
 - e. Schedule: updated Field Check date shall be 6 months from the approval of Supplemental Agreement 1.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, paragraph 1, the CLIENT agrees to pay the CONSULTANT a lump sum fee of \$184,850.00 Dollars. Furthermore, all billings will be made on a monthly basis for the prior month’s work.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of _____, 2022.

City of Emporia, KS
CLIENT

By _____

Title _____

Date _____

BG Consultants, Inc.
CONSULTANT

By _____
Bruce Boettcher, P.E.

Title Vice President

Date _____

RESOLUTION NO. 3676

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2022, IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$7,135,000; SETTING FORTH THE DETAILS OF THE PUBLIC SALE; AND PROVIDING FOR GIVING OF NOTICE THEREOF.

WHEREAS, the governing body of the City of Emporia, Kansas (the "City"), has authorized construction or acquisition of capital improvements in the City and the issuance of general obligation bonds of the City to pay costs of such improvements; and

WHEREAS, the City is authorized by the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue and deliver its general obligation bonds and provide for the public sale of the bonds; and

WHEREAS, the governing body determines it necessary to authorize and provide for the public sale of general obligation bonds of the City.

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

SECTION 1. Authorization of the Bonds and Public Sale. The City's General Obligation Bonds, Series 2022, in the estimated principal amount of \$7,135,000 (the "Bonds"), are authorized to be offered at a competitive public sale on Wednesday, September 21, 2022, at 9:00 A.M. Central Time, or on another date approved by the Mayor that is also the date of a city commission meeting. The City Clerk is authorized and directed to receive bids for the Bonds on behalf of the City and to deliver the bids received to the governing body at its meeting to be held at 11:00 A.M. on the sale date, where the governing body will consider and act on the bids received.

SECTION 2. Authorization of Summary Notice of Bond Sale and Publication. Triplett Woolf Garretson, LLC, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel") is authorized to prepare a Summary Notice of Bond Sale on behalf of the City, and Bond Counsel and the City Clerk are authorized to arrange for publication of the Summary Notice of Bond Sale at least six (6) days prior to the date of the public sale, in a newspaper of general circulation in Lyon County, Kansas and in *The Kansas Register*, the official newspaper of the State of Kansas.

SECTION 3. Authorization of Official Notice of Bond Sale and Official Bid Form. Bond Counsel is authorized and directed to prepare an Official Notice of Bond Sale and Official Bid Form for the sale of the Bonds in cooperation with the City Clerk and Raymond James, Leawood, Kansas, the City's Financial Advisor ("Financial Advisor"). The Financial Advisor is authorized and directed to prepare the Preliminary Official Statement for the Bonds, in cooperation with the City and Bond Counsel, and the Mayor and the City Clerk are authorized to execute the

Preliminary Official Statement. The Preliminary Official Statement, Official Notice of Bond Sale and Bid Form are authorized to be distributed (in their entirety) to prospective purchasers of the Bonds before the sale date.

SECTION 4. SEC Rule Compliance. To permit the purchaser of the Bonds to comply with applicable requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “SEC Rule”) the Mayor, City Clerk or the City Manager are authorized, if requested to do so, to certify to the purchaser of the Bonds that the City deems the information in the Preliminary Official Statement “final” as of its date except for the omission of information as permitted by the SEC Rule and to take such other actions as such City officers find necessary to permit the purchaser of the Bonds to comply with the SEC Rule. The City also agrees that, on or before the date the Bonds are delivered, it will enter into a written undertaking to provide continuing disclosure about the City while the Bonds remain outstanding, if required by the applicable sections of the SEC Rule.

SECTION 5. Authorization of Additional Actions as Required. The Mayor, the City Clerk, City Manager, Finance Director, Bond Counsel and the Financial Advisor are authorized and directed to take all such other actions as are necessary to complete the public sale of the Bonds, including redemption or reimbursement of any temporary financing of the projects to be permanently financed from proceeds of the Bonds.

SECTION 6. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas, this
17th day of August, 2022.

CITY OF EMPORIA, KANSAS

[seal]

Becky Smith , Mayor

ATTEST:

Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas, met in regular session at the usual meeting place in the City on August 17, 2022, at 11:00 A.M., Central Time. The Mayor, Becky Smith, presided, and members of the governing body were present, as follows:

and the following members of the governing body were absent:

A resolution was presented to the governing body entitled:

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2022, IN A TOTAL PRINCIPAL AMOUNT OF APPROXIMATELY \$7,135,000; SETTING FORTH THE DETAILS OF THE PUBLIC SALE; AND PROVIDING FOR GIVING OF NOTICE THEREOF.

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of the members present. The Resolution was assigned No. ____ and directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the August 17, 2022, meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

Commission Action Report

Title: Ordinance No. 22-38 for the Rezoning Property Within the City of Emporia and a Final Plat for the Mahtropolis Addition.

Proposed Agenda Date: August 17, 2022

Presented By: Justin Givens, Planning & Zoning Administrator

BACKGROUND:

At their July 17, 2022 meeting, the Planning Commission did recommend approval of a Planned Unit Development and Final Plat for the Mahtropolis Addition. The development calls for 27 single-family homes to be built at the southwest corner of Whittier St. and Riley Ave.

The development varies in a number of ways from traditional R-1 Low-Density zoning. The plan provides for lots that are 6,000 sq. ft. as opposed to the normal 9,000 sq. ft. lot. It also reduces the minimum lot width from 80' to 60'. The minimum lot depth is reduced from 110' to 100'. The plan also reduces the required rear yard from 30' to 20'. As a result, Mahtropolis will have five additional houses versus a traditional R-1 zoning layout.

Attached is an excerpt of minutes from the July meeting including the staff's report to the Planning Commission.

DISCUSSION:

Through multiple public hearings, residents in the area expressed concerns about traffic turning off Burlingame Rd. onto Riley Ave. and traveling mostly to Trusler Sports Complex. The concerns raised were based on the width of Riley Ave. in the 1200 block, and the number of cars parked at each house. This situation has created traffic conflicts, and required cars to move over, and allow other cars to pass. This situation is not unique to the area, and is found in traditional older neighborhoods in Emporia. The residents were concerned that any new homes would create more traffic issues in the area, and especially the additional five homes would be an issue.

At the request of the Planning Commission, the City Engineer reviewed traffic patterns in the area and determined that the issues were existing issues. It was his recommendation that parking is permitted on only one side of Riley Ave. in the 1200 block.

FINANCIAL CONSIDERATIONS:

There are no financial considerations for this item.

OTHER CONSIDERATIONS:

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopting the ordinance as presented or with conditions that the Governing Body sees fit; 2) Overriding the Planning Commission's recommendation by a 2/3 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 rezoning the property to a Planned Unit Development and Approve the Final Plat for the Mahtropolis Addition.

ATTACHMENTS:

Excerpt of Minutes – Planning Commission Staff report – Rezoning Ordinance

EXCERPT OF MINUTES- 7/19/2022

EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, July 19, 2022, with Chair Thomas presiding. Members Bucklinger, Weaver, Colson, Duncan, and Barnes were present. City staff: Justin Givens and Moriah Keen were present.

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

1. **Considered the minutes of the June 21, 2022 and May 17, 2022 Planning Commission Meetings.** Commissioner **Duncan** made a motion to approve both of the minutes. Commissioner **Barnes** seconded. Approved 5-0-1, Colson abstain.

Old Business:

2a. Consider an Application PC 2022-09 Requesting a Planned Unit Development - Mahtropolis Addition – Action Tabled From June 21, 2022 Meeting

Givens gave the staff report:

Application #: PC 2022-09

Applicants: Speculative Holdings, LLC

Owners: New Covenant Church, Speculative Holdings, LLC (under contract)

Requested Action: Consider an application for a Planned Unit Development/Final Plat

Purpose: Applicant desires to create a Planned Unit Development that would allow for the development of 27 single-family detached residential homes.

Address: Southwest Corner of Riley Ave. & Whittier St.

Legal description: ALL THAT PART OF LOTS 5 AND 7 IN GOODRICH'S SUBDIVISION LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, LYING SOUTH OF RILEY AVENUE AND LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF I-35 BY-PASS.

Area Size: 5.50 Acres

Existing Zoning: R-1 Low Density Residential District

Surrounding Zoning:

North – R-1 Low Density Residential

East – R-1 Low Density Residential

South – Abuts Interstate 35

West – A-L Agricultural

Surrounding Actual Uses:

North – Detached Single-Family Residences

East – Detached Single-Family Residences

South – Interstate 35

West – Farmstead

Future Zoning in ELC Comp. Plan: Single-Family Detached

Updated Analysis: Following the discussion of the Final PUD for Mahtropolis and motion to table any action, the City Engineer has provided a traffic study of the area. His analysis is based on the existing conditions as well as post development potential traffic.

His recommendation is that parking be restricted to one side of Riley Ave. **based on the existing conditions** of traffic generated from Trusler Sports Complex and the Sunflower Meadows Sub-Development.

The City Engineer also correctly points out that the area does have a secondary access point to Burlingame Road. Residents in the area can travel north/south on Whittier St. and access Burlingame Rd. from E. 18th Ave. During discussions at last month's meeting, it was stated that there was only one point of ingress/egress to this development.

The public hearing for this project gave the residents in the area the opportunity to express their concerns about the existing traffic conditions within the area, but staff does not feel that the additional traffic created by the proposed development will significantly increase the issues between Burlingame Rd. and Whittier St. on Riley Ave. The requested increase in density (an additional 5 lots) will also not create a significant impact as opposed to what could be developed per current regulations on the property.

Staff maintains its position that the Planning Commission make a favorable recommendation to the City Commission to approve the development as proposed.

Analysis: The applicant is proposing a 27-lot single-family detached Planned Unit Development. The development is being proposed under the general guidance of R-1 Low Density District zoning regulations, with some modifications to minimum lot size, density, and rear yard setback.

At the May 17th meeting several members of the public spoke about density and traffic concerns with this new development. Staff analyzed the development in terms of lot width and found that the developer will have two additional lots along Riley Ave. than what could be developed under straight R-1 density. 11 lots will be built along Mahtropolis Ave. with 60 ft. lot widths, which is only three more than what would be allowed with 80 ft. lot widths.

A second concern dealt with the traffic and parking along Riley Ave between Whittier and Burlingame Rd. Staff looked at right-of-way width and actual road width and found that the road is built according to local street standards and we would be hesitant to create parking restrictions within the area at this time. Staff will continue to monitor on-street parking and additional traffic based on the new development and determine if parking restrictions would be necessary. The right-of-way width and roadway width are consistent with traditional neighborhoods in Emporia.

Neighborhood Communications: Staff re-sent notices for this hearing, and as of this writing has not had any communication with any neighbors within the area for the final hearing.

Recommendation: Staff recommends approval of the Final Plan/Plat subject to Staff, Utility Advisory Board, and Planning Commission comments, and that a Revised Final Plan be submitted and approved by Staff prior to the submittal of the Final Plan to the City Commission.

Attachments: Mahtropolis Final Plan / Aerial Map / Zoning Map / Plan ELC Map / City Engineer Letter

Commissioner **Weaver** asked since we know it is an existing condition, would restricting parking on one side of Riley be enough of a solution to alleviate congestion from these additional 27 houses?

Chair **Thomas** said currently it is R-1, which would allow 22 houses without the Planning Commission intervening. We are talking about adding five additional houses to that property; how many more cars are we adding if there are 27 instead of 22 houses.

Commissioner **Duncan** asked if the City Engineer's letter been shared with the City Commission. **Givens** said no, not yet. Commissioner **Duncan** asked if this would be addressed regardless of what we vote on. **Givens** said he believes so.

Commissioner **Barnes** asked **Randy Purdue** (Kaw Valley Engineering) if he has anything to add to help with the decision-making. **Purdue** mentioned that the City Engineer's letter is a factual analysis of the traffic in the region. In his letter, the second line in the first paragraph, states that adding the development will not exceed existing density seen throughout the community.

Commissioner **Barnes** made a motion to approve Application PC 2022-09 and recommended that the letter from the City Engineer be provided to the City Commission. Commissioner **Duncan** seconded the motion. **Approved 4-2, Chair Thomas and Commissioner Colson opposed.**

**PLANNING COMMISSION / BOARD OF ZONING APPEALS
STAFF REPORT
JUNE 21, 2022
AGENDA ITEM NO. 2A**

Application #: PC 2022-09

Applicants: Speculative Holdings, LLC

Owners: New Covenant Church, Speculative Holdings, LLC (under contract)

Requested Action: Consider an application for a Planned Unit Development/Final Plat

Purpose: Applicant desires to create a Planned Unit Development that would allow for the development of 27 single-family detached residential homes.

Address: Southwest Corner of Riley Ave. & Whittier St.

Legal description: ALL THAT PART OF LOTS 5 AND 7 IN GOODRICH'S SUBDIVISION LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, LYING SOUTH OF RILEY AVENUE AND LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF I-35 BY-PASS.

Area Size: 5.50 Acres

Existing Zoning: R-1 Low Density Residential District

Surrounding Zoning:

North – R-1 Low Density Residential

East – R-1 Low Density Residential

South – Abuts Interstate 35

West – A-L Agricultural

Surrounding Actual Uses:

North – Detached Single-Family Residences

East – Detached Single-Family Residences

South – Interstate 35

West – Farmstead

Future Zoning in ELC Comp. Plan: Single-Family Detached

Updated Analysis: Following the discussion of the Final PUD for Mahtropolis and motion to table any action, the City Engineer has provided a traffic study of the area. His analysis is based on the existing conditions as well as post development potential traffic.

His recommendation is that parking be restricted to one side of Riley Ave. **based on the existing conditions** of traffic generated from Trusler Sports Complex and the Sunflower Meadows Sub-Development.

The City Engineer also correctly points out that the area does have a secondary access point to Burlingame Road. Residents in the area can travel north/south on Whittier St. and access Burlingame Rd. from E. 18th Ave. During discussions at last month's meeting, it was stated that there was only one point of ingress/egress to this development.

The public hearing for this project gave the residents in the area the opportunity to express their concerns about the existing traffic conditions within the area, but staff does not feel that the additional traffic created by the proposed development will significantly increase the issues between Burlingame Rd. and Whittier St. on Riley Ave. The requested increase in density (an additional 5 lots) will also not create a significant impact as opposed to what could be developed per current regulations on the property.

Staff maintains its position that the Planning Commission make a favorable recommendation to the City Commission to approve the development as proposed.

Analysis: The applicant is proposing a 27-lot single-family detached Planned Unit Development. The development is being proposed under the general guidance of R-1 Low Density District zoning regulations, with some modifications to minimum lot size, density, and rear yard setback.

At the May 17th meeting several members of the public spoke about density and traffic concerns with this new development. Staff analyzed the development in terms of lot width and found that the developer will have two additional lots along Riley Ave. than what could be developed under straight R-1 density. 11 lots will be built along Mahtropolis Ave. with 60 ft. lot widths, which is only three more than what would be allowed with 80 ft. lot widths.

A second concern dealt with the traffic and parking along Riley Ave between Whittier and Burlingame Rd. Staff looked at right-of-way width and actual road width and found that the road is built according to local street standards and we would be hesitant to create parking restrictions within the area at this time. Staff will continue to monitor on-street parking and additional traffic based on the new development and determine if parking restrictions would be necessary. The right-of-way width and roadway width are consistent with traditional neighborhoods in Emporia.

Neighborhood Communications: Staff resent notices for this hearing and as of this writing has not had any communication with any neighbors within the area for the final hearing.

Recommendation: Staff recommends approval of the Final Plan/Plat subject to Staff, Utility Advisory Board, and Planning Commission comments, and that a Revised Final Plan be submitted and approved by Staff prior to the submittal of the Final Plan to the City Commission.

Attachments: Mahtropolis Final Plan / Aerial Map / Zoning Map / Plan ELC Map / City Engineer Letter

Engineering Department

Mr. Justin Givens
Planning and Zoning Administrator
City of Emporia

Re: Mahtropolis Development

June 27, 2022

Dear Mr. Givens:

The following are peak hour (Critical Peak Hour: PM) trip rates for the generally bound by 18th Ave. East, I-35 Highway, and Burlingame Rd. Riley Avenue is a 31 ft back to back curb and gutter street. There currently are sixty-nine (69) residential (single family) homes and the Trusler Sports Complex constructed within the area described above.

Common Trip Generation Rates (PM Peak Hour)
Trip Generation Manual, 9th & 10th Editions; Institute of Traffic Engineers

Land Use	Critical Peak Hour	Peak Hour Trip Rate	%Entering %Exiting	ITE Code
Residential, Single Family	PM	1.02	63/37	210
Recreational, Ball/Soccer Fields	PM	17.67	54/46	488

Existing Traffic:

$1.02 \times 69 = 70.4$ Trips (Residential)

$16.43 \times 1 = 16.4$ Trips (Recreational, Ball/Soccer Fields)

Existing Totals = 86.8 Trips

Proposed Traffic:

$1.02 \times 27 = 27.5$ Trips (Residential)

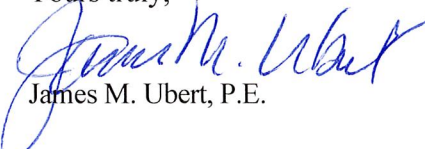
Proposed + Existing Traffic:

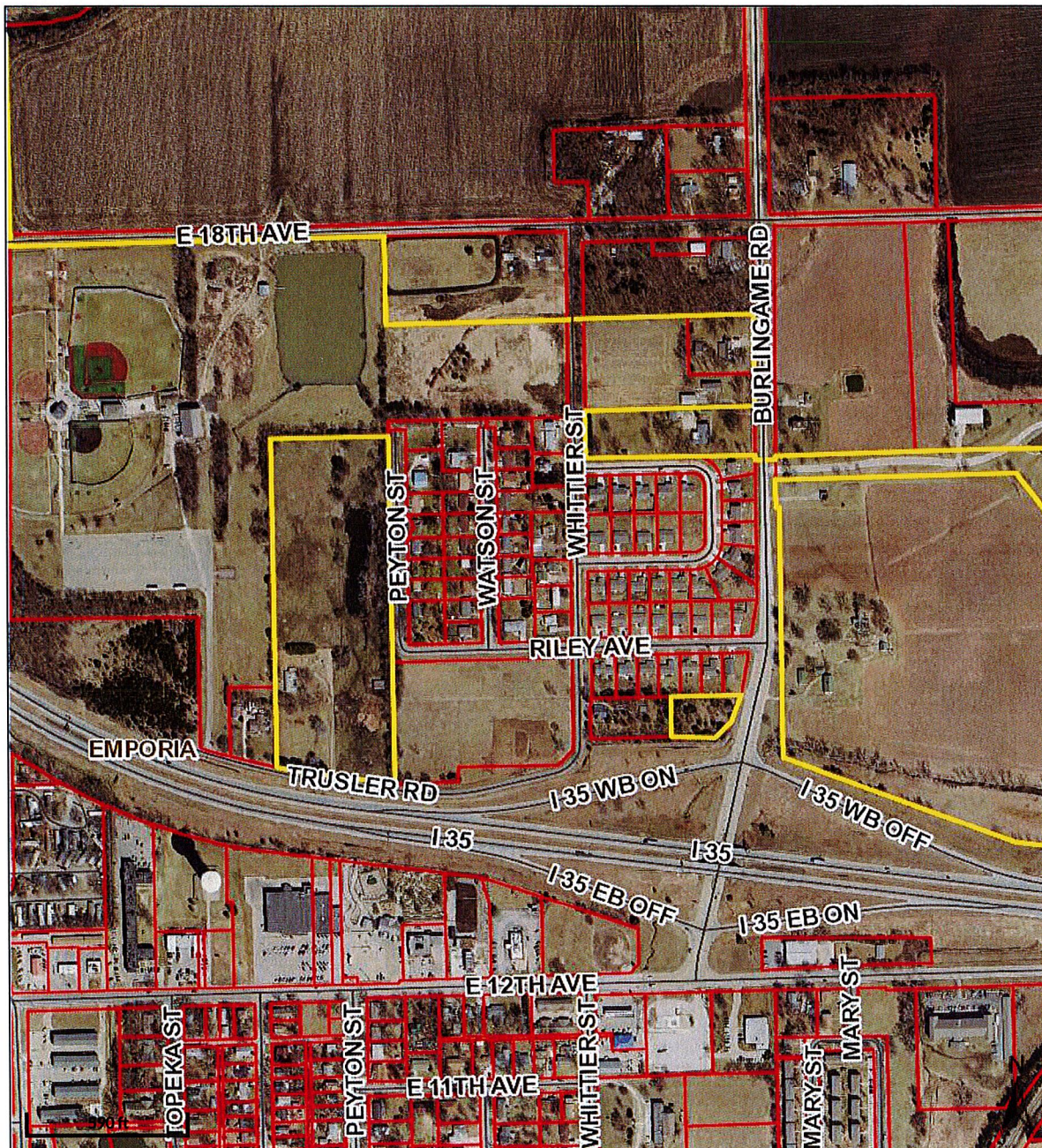
$86.8 + 27.5 = 114.3$ Trips (1.91 trips per minute)

The existing area described above has two (2) points of access to Burlingame Road from Riley Avenue and from 18th Avenue. The amount of existing density (area described above) combined with the proposed development density does not exceed similar land use & roadway access seen throughout the City of Emporia. The existing plat along Riley Avenue has 30 ft building setbacks and 2 car garage single family homes. This allows for 4 cars in the driveway and 2 cars in the garage which exceeds the parking requirement for single family homesites.

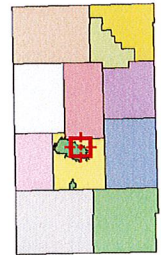
Since Sunflower Meadows was approved with a residential street standard right of way and street width, it is therefore my recommendation that parking be restricted to one side along Riley Avenue to better accommodate existing traffic. If that is of benefit to any future (development) traffic that would be of ancillary benefit.

Yours truly,


James M. Ubert, P.E.



Overview



Legend

-  Parcels
-  City Limits
-  Road Centerline

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 6/24/2022

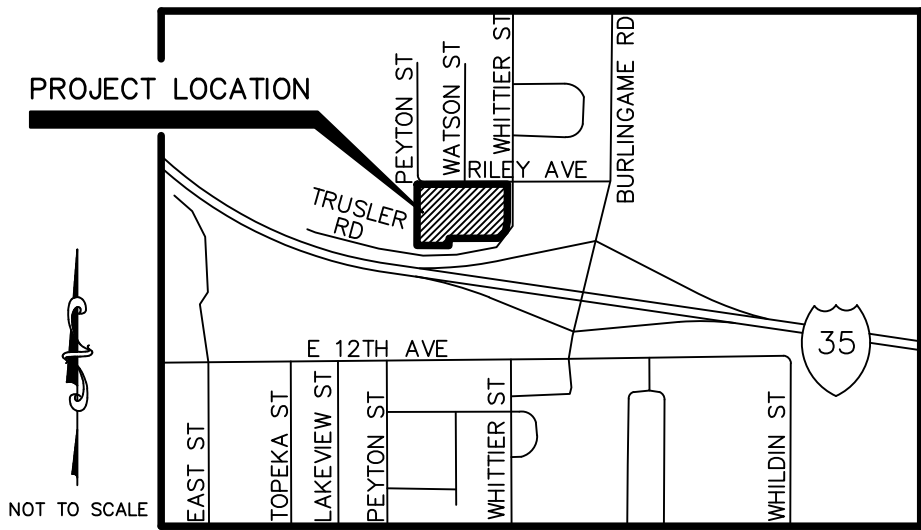
Last Data Uploaded: 6/24/2022 4:57:29 AM

Developed by  **Schneider**
GEOSPATIAL

PLANNED UNIT DEVELOPMENT
MAHTROPOLIS ADDITION

A REPLAT OF A PORTION OF LOTS 5 AND 7,
GOODRICH'S SUBDIVISION
TO
THE CITY OF EMPORIA
LYON COUNTY, KANSAS

INTENSITY OF USE & YARD REGULATIONS								
	ZONE	LOT WIDTH (MIN.)	LOT DEPTH (MIN.)	YARD REQUIREMENTS (MIN.)			MIN SF PER DWELLING UNIT	MAX LOT COVERAGE
EXISTING REQUIREMENTS (EXISTING USE: VACANT LOT)	R-1	80'	110'	30'	5'	30'	9,000	40%
PROPOSED REQUIREMENTS (SINGLE FAMILY DWELLINGS)	R-1	60'	100'	30'	5'	20'	6,000	40%



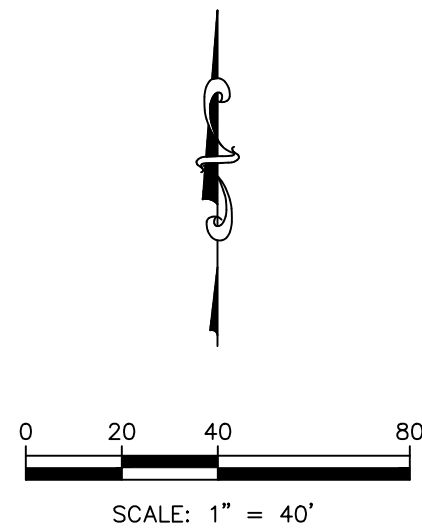
LOCATION MAP
CITY OF EMPORIA, KANSAS

LEGEND

- SECTION CORNER FOUND
- MONUMENT FOUND
- 1/2" X 24" REBAR W/ YELLOW PLASTIC CAP STAMPED KVE CLS-20 SET
- (P1) PLATTED PER GOODRICH'S SUBDIVISION RECORDED IN PLAT BOOK PAGE 42.
- (P2) PLATTED PER MCADOO'S SUBDIVISION RECORDED IN PLAT BOOK 2 PAGE 72.
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- (M) MEASURED
- STREET SIGN
- ROAD MARKER
- UTILITY POLE
- UTILITY POLE W/ TELEPHONE PEDESTAL
- LIGHT POLE
- DEADMAN ANCHOR
- (5) OU OVERHEAD UTILITY - # LINES
- W WATER LINE
- W(R) WATER LINE (PER CITY GIS RECORDS)
- WATER LINE GATE VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- S SANITARY SEWER LINE
- FM(R) SANITARY SEWER FORCE MAIN (PER CITY RECORDS)
- TELEPHONE PEDESTAL
- T UNDERGROUND TELEPHONE LINE
- BARB WIRE FENCE
- CHAIN LINK FENCE
- 36" DECIDUOUS TREE W/ SIZE & DRIP LINE
- 1'-1115' 1' CONTOUR INTERVAL
- B/B BACK OF CURB TO BACK OF CURB
- E/E EDGE OF ASPHALT TO EDGE OF ASPHALT
- LINE NOT DRAWN TO SCALE
- FLOOD ZONE DESIGNATION
- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
- OTHER FLOOD AREAS ZONE "X"
- ACCESS CONTROL

PROPOSED LEGEND

- S-1 SANITARY SEWER MANHOLE IDENTIFIER
- D-1 STORM SEWER STRUCTURE IDENTIFIER
- 9 LOT NUMBER
- S SANITARY SEWER MAIN
- W WATER MAIN
- W 1" WATER SERVICE LINE
- FIRE HYDRANT
- SIDEWALK (4' WIDTH UNLESS NOTED OTHERWISE)
- 1118 PROPOSED FINISHED GROUND CONTOUR (1' INTERVALS)
- 40.0' 50.0' SINGLE FAMILY DWELLING



SURVEYED PARCEL:

THAT PORTION OF LOTS 5 AND 7 GOODRICH'S SUBDIVISION, A SUBDIVISION RECORDED AS PLAT BOOK 1 PAGE 42 IN THE REGISTER OF DEEDS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF EMPORIA, COUNTY OF LYON, STATE OF KANSAS, BEING DESCRIBED BY JASON R. LOADER, PS 1462 ON MAY 4, 2022 AS FOLLOWS:

ALL BEARINGS HEREIN ARE BASED ON AN ASSUMED BEARING OF S 88°27'33" W ON THE SOUTH LINE OF MCADOO'S SUBDIVISION, A SUBDIVISION RECORDED AS PLAT BOOK 2 PAGE 72 IN THE REGISTER OF DEEDS OFFICE. COMMENCING AT THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID MCADOO'S SUBDIVISION, SAID CORNER BEING ON THE WEST LINE OF SAID GOODRICH'S SUBDIVISION; THENCE ON SAID WEST LINE OF GOODRICH'S ADDITION, S 01°24'21" E 424.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 35 HIGHWAY DESCRIBED IN DISTRICT COURT CASE NO. 25582, TRACT NO. 41, LYON COUNTY PROJ. NO. 35-56-1 35-2(1) 127; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°05'28" E 220.91; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 01°10'30" E 50.90; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 88°32'22" E 342.70 FEET; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 43°43'09" E 70.93 FEET; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 07°50'23" E 64.34 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF WHITTIER STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, N 01°06'03" W 263.00 FEET TO THE SOUTHEAST CORNER OF SAID MCADOO'S SUBDIVISION; THENCE ON THE SOUTH LINE OF SAID MCADOO'S SUBDIVISION, S 88°27'53" W 627.90 FEET TO THE POINT OF BEGINNING. CONTAINS 244,757 SQUARE FEET, 5.6 ACRES, MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS:

BASIS OF BEARINGS IS AN ASSUMED BEARING OF S 88°27'53" W ON THE SOUTH LINE OF MCADOO'S SUBDIVISION.

NOTES:

- DATE OF PREPARATION: JUNE 15, 2022
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SURVEYOR & ENGINEER:

KAW VALLEY ENGINEERING, INC
2319 N JACKSON STREET
JUNCTION CITY, KANSAS 66441
RANDALL C. PURDUE, PE (PROFESSIONAL ENGINEER)
JASON R. LOADER R.L.S. (REGISTERED LAND SURVEYOR)
(785) 762-5040

OWNER:

SPECULATIVE HOLDINGS, LLC
504 SW 2ND STREET
TOPEKA, KANSAS 66603
WILLIAM MAH
(785) 925-6505

DEVELOPER:

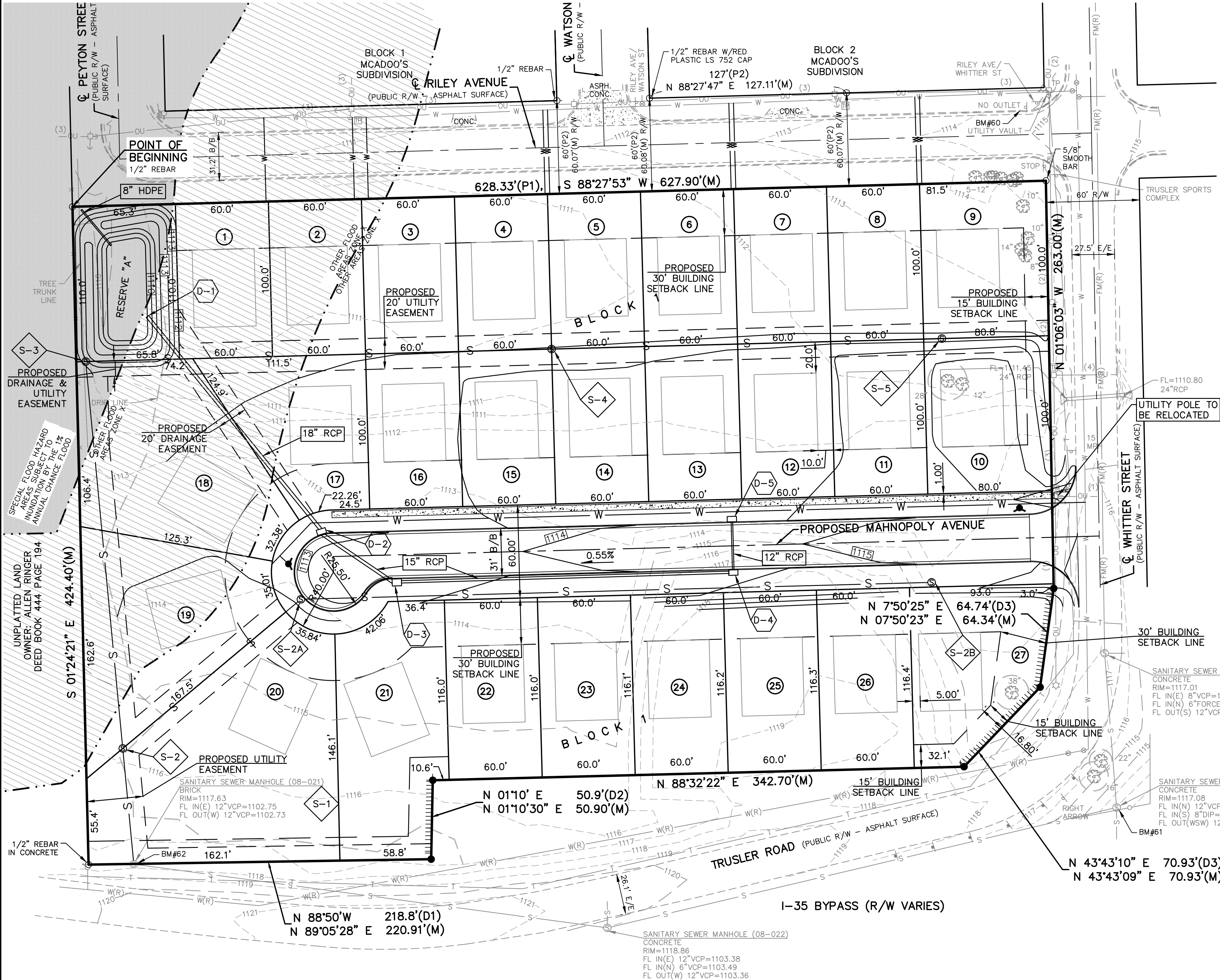
MAHNOPOLY, LLC
504 SW 2ND STREET
TOPEKA, KANSAS 66603
WILLIAM MAH
(785) 925-6505

BENCHMARKS:

BM #60: CHISELED "SQUARE" ON TOP OF CURB ON WEST END RADIUS AT NORTHWEST QUADRANT OF RILEY AVENUE & WHITTIER STREET. NAVD88 ELEV=1114.84

BM #61: NORTH RIM OF SANITARY SEWER MANHOLE 08-023 AT SOUTHEAST CORNER OF SITE. NAVD88 ELEV.=1117.07

BM #62: NORTH RIM OF SANITARY SEWER MANHOLE 08-021 AT SOUTHWEST CORNER OF SITE. NAVD88 ELEV.=1117.68



2319 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveg.com | www.kveg.com

PROJECT:
NWQ TRUSLER ROAD & WHITTIER STREET
EMPORIA, KANSAS

PREPARED FOR:
MAHNOPOLY LLC
504 SW 2ND STREET
TOPEKA, KANSAS 66603

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/22

PROJECT NO.
A22_0832
DRAWN BY
JT
CHECKED BY
JRL
CFN
0832PUD
SHEET
1 OF 1

FINAL PLAT
MAHTROPOLIS ADDITION

A REPLAT OF A PORTION OF LOTS 5 AND 7,
GOODRICH'S SUBDIVISION
TO
THE CITY OF EMPORIA
LYON COUNTY, KANSAS



LEGEND

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- (M) MEASURED
- ⊕ BENCHMARK FOUND
- Ⓟ LOT NUMBER
- ACCESS CONTROL

BOUNDARY CORNER COORDINATES		
	NORTH	EAST
A	1957038.9030	1980946.2956
B	1957042.4072	1981167.1633
C	1957093.2927	1981168.2069
D	1957102.0272	1981510.7734
E	1957153.3878	1981559.7929
F	1957217.0272	1981568.5691
G	1957463.1409	1980935.8845
H	1957479.9622	1981563.5169

KANSAS STATE PLANE GRID COORDINATES,
SOUTH ZONE 1502, NAD83(2011), U.S.
SURVEY FEET

OWNER'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT OR LICENSE TO THE PUBLIC TO LOCATE, CONSTRUCT, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS OR STRUCTURES UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT IS HEREBY GRANTED. SUBDIVISION SHALL HEREAFTER BE KNOWN AS "MAHTROPOLIS ADDITION".
GIVEN UNDER MY HAND AT _____, THIS ____ DAY OF _____, 20__.

WILLIAM P. MAH, PRESIDENT,
SPECULATIVE HOLDINGS, LLC

NOTARY CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, WILLIAM P. MAH, PRESIDENT, SPECULATIVE HOLDINGS, LLC TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF LYON

I HEREBY CERTIFY THAT THE TAXES ON THE INCLUDED TRACTS ARE CURRENT.

LYON COUNTY TREASURER, SHARON GAEDE DATE

CERTIFICATE OF CITY COMMISSION

STATE OF KANSAS } SS
COUNTY OF LYON

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY OF EMPORIA,
THIS ____ DAY OF _____, 20__.

ATTEST

MAYOR, BECKY SMITH

CITY CLERK, KERRY SULL

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS } SS
COUNTY OF LYON

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE ____ DAY OF _____, 20__, IN BOOK _____, PAGE _____.

LYON COUNTY REGISTER OF DEEDS, WENDY WEISS DEPUTY,

ENTERED ON TRANSFER RECORD THIS ____ DAY OF _____, 20__.

LYON COUNTY CLERK, TAMMY VOPAT

**EMPORIA – LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION CERTIFICATE**

STATE OF KANSAS } SS
COUNTY OF LYON

THIS PLAT OF MAHTROPOLIS ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE EMPORIA – LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION, LYON COUNTY, KANSAS.
DATED THIS ____ DAY OF _____, 20__.

BY _____ CHAIR, KENTON THOMAS

ATTEST

REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF LYON

I HEREBY CERTIFY THIS PLAT IS IN ACCORDANCE IWHIT THE LAND SURVEY ACT, K.S.A. 58-2001, ET SEQ.
APPROVED THIS ____ DAY OF _____, 20__.

LYON COUNTY SURVEYOR,
WARREN CHIP WOODS
REGISTRATION NO.

DATE

BENCHMARKS:

BM #60: CHISELED "SQUARE" ON TOP OF CURB ON WEST END RADIUS AT NORTHWEST QUADRANT OF RILEY AVENUE & WHITTIER STREET. ELEV.=1114.84

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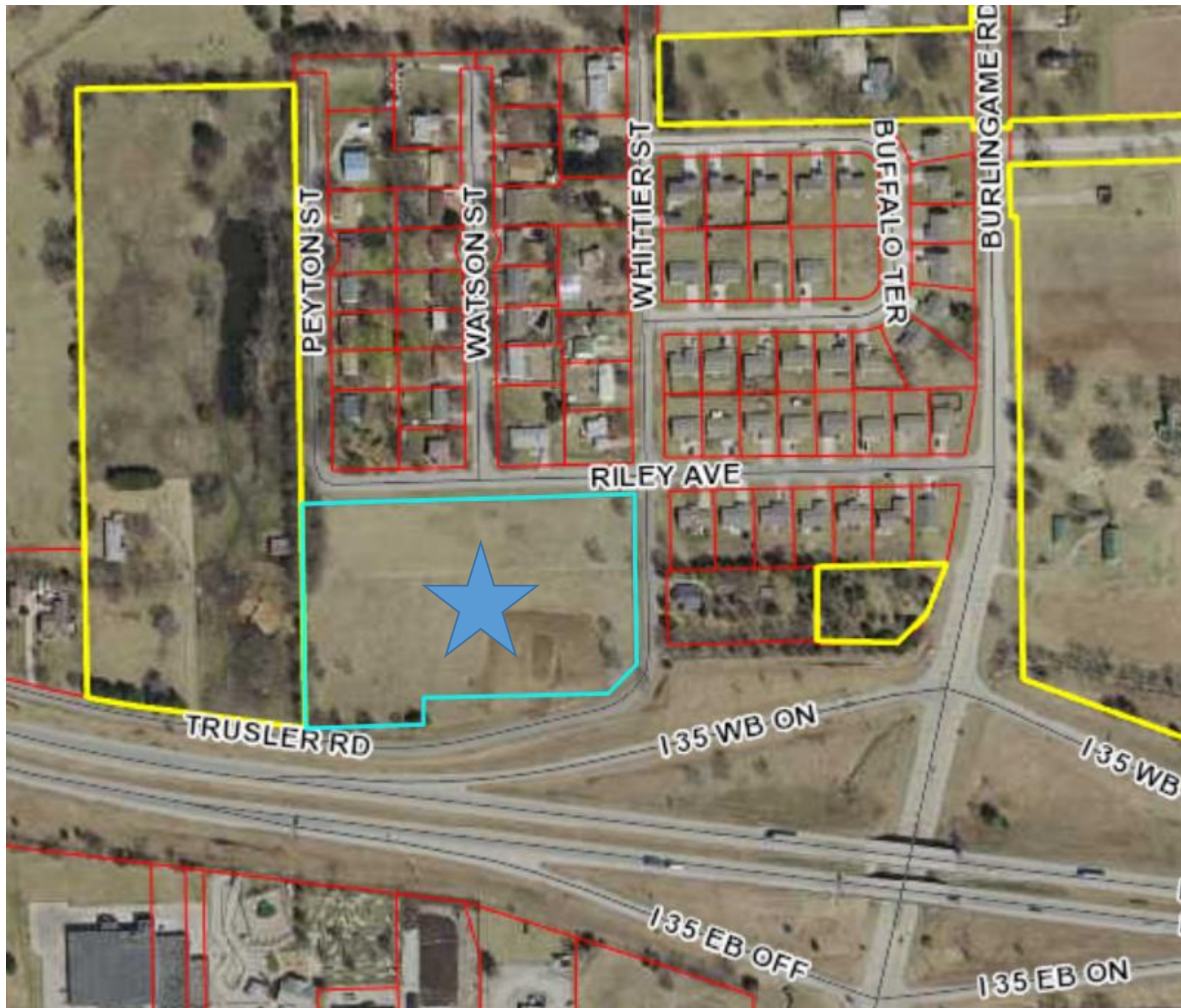
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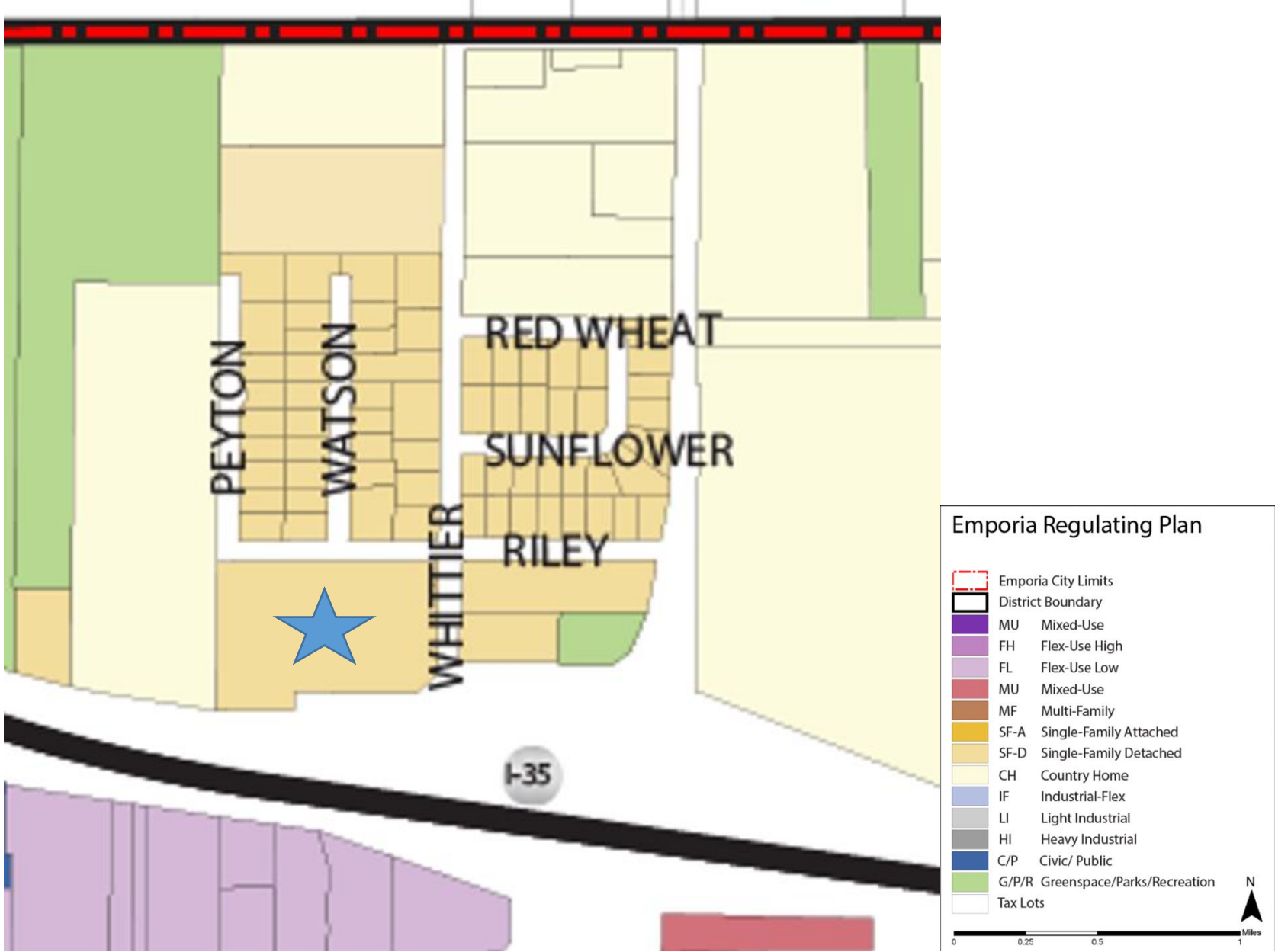
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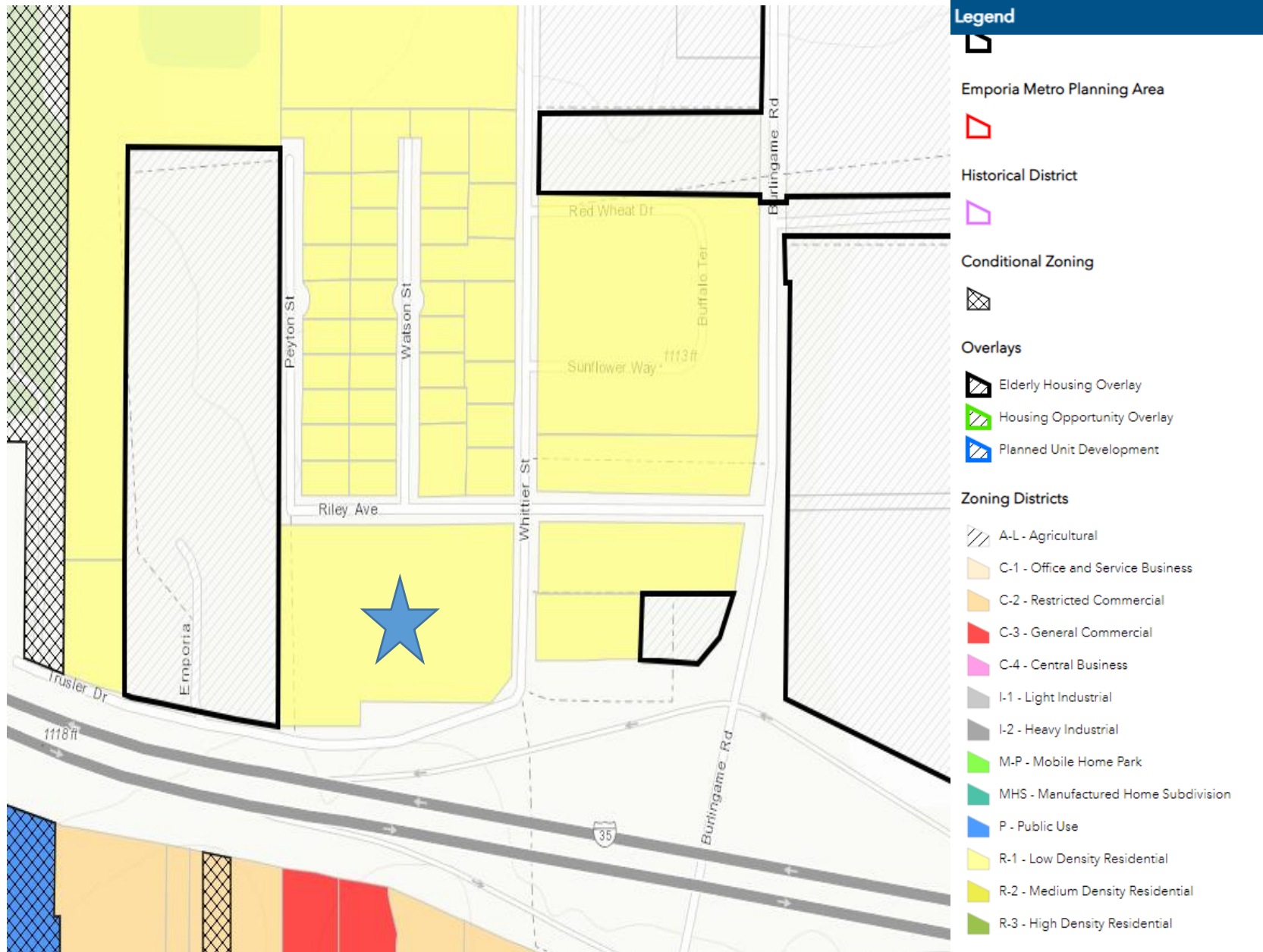
MAHTROPOLIS PUD
AERIAL MAP



MAHTROPOLIS PUD
PLAN ELC MAP



MAHTROPOLIS PUD ZONING MAP



ORDINANCE NO. 22-38

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM R-1 LOW-DENSITY RESIDENTIAL DISTRICT TO A PLANNED UNIT DEVELOPMENT AND AMENDING THE DISTRICT ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described properties are hereby rezoned from R-1 Low-Density Residential District to that of a Planned Unit Development to wit:

ALL THAT PART OF LOTS 5 AND 7 IN GOODRICH'S SUBDIVISION LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, LYING SOUTH OF RILEY AVENUE AND LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF I-35 BY-PASS.

All generally located: at the southwest corner of Whittier ST. and Riley Ave., Emporia, KS

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 17th Day of August 2022.

BECKY SMITH, Mayor

ATTEST:

KERRY SULL, City Clerk



Commission Action Report

Title: 700 Block LLC Permanent Access Easement

Proposed Agenda Date: August 17th, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

714 Commercial Street is being remodeled and developed into mixed use commercial property. 714 Commercial Street is proposing climate controlled storage in their basement with a proposed egress stairway within our City owned breezeway (712 Commercial Street) tract/parcel.

DISCUSSION:

City Engineering has a proposed plan to convert the 712 Commercial Street tract/parcel into a concrete drainage flume between Commercial Street and the alley to the east. There will be a 5ft wide overflow sidewalk for access to Commercial Street from the exterior doors along the south side of 714 Commercial Street. The stairway will be constructed within that sidewalk area.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Staff recommended accepting Permanent Access Easement with 700 Block LLC.

ATTACHMENTS:

Permanent Access Easement and diagram.

PERMANENT ACCESS EASEMENT

This indenture made this _____ day of _____, 2022, by and between the **City of Emporia, Lyon County, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter called the First Party, and **700 Block, LLC**, of Emporia, Lyon County, Kansas, hereinafter called the Second Party.

WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent access easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a stairway and related appurtenances for accessing the lower level of Lot 214 on Commercial Street of Emporia Original Town plat, to wit:

DESCRIPTION: PERMANENT ACCESS EASEMENT

The east thirty (30) feet of the north six (6) feet of Lot Two Hundred Twelve (212) on Commercial Street in the City of Emporia, according to the recorded plat thereof, subject to a party wall agreement dated May 15, 1915, recorded in Book 112, page 130 of Miscellaneous Records in the office of the Register of Deeds of Lyon County, Kansas.

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

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

700 Block, LLC

Jamie Sauder, Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

This instrument was signed before me on this _____ day of _____, 2022, by **Jamie Sauder, Member of 700 Block, LLC**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

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

NOTARY PUBLIC

My Commission Expires:



Image capture: Jul 2021 © 2022 Google

Emporia, Kansas

Google

Street View - Jul 2021





Commission Action Report

Title: Awarding Road 180 Paving Improvements Project

Proposed Agenda Date: August 17th, 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 this 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:

Award Killough Construction Inc Road 180 Paving Improvements Project asphalt base bid for a total of \$2,403,034.38

ATTACHMENTS:

Bid tabulation and letter of recommendation of award.



KAW VALLEY ENGINEERING, INC.

Office: 785.823.3400
Fax: 785.823.3411
Web: www.kveng.com
Address: 742 Duvall Ave.
Salina, KS 67401

August 10, 2022
E21D2797

Mr. Jim Ubert
City of Emporia
522 Mechanic Street
Emporia, Kansas 66801

**RE: Recommendation of Award of Contract
56 KA-6154-01 City of Emporia Lyon County Road 180
PV 1910
Emporia, Kansas**

Dear Mr. Ubert:

Please find enclosed the Bid Tabulation Sheets (Concrete Option and Asphalt Option) for the above-referenced improvements.

Killough Construction, Inc. was the low bidder and was below the Asphalt Option Engineer's Estimate.

We, therefore, recommend the Asphalt Option and award of this contract to Killough Construction, Inc. in the amount of \$2,403,034.38.

If you could present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Sincerely,

Justin M. Owens, P.E.
Office Director

Attachments: Bid Tabulation Sheets

XC: Killough Construction, Inc.
Bruce Davis Construction, LLC
APAC-Kansas, Inc., Shears Division

JO:mw

\\vmsa-file.kve.local\Projects\E21_2787\DSN\Specs\Bidding\Ltr to J Ubert City of Emporia re Recommendation.docx

Item	Qty	Unit			Brian Killough Construction, Inc. P.O. Box 810 Ottawa, KS 66067 785-242-1500 brian@killoughconstruction.com		Bruce Davis Bruce Davis Construction, LLC 1202 Graphic Arts Rd. Emporia, KS 66801 580-565-2367 info@brucedavisconstruction.com		Mark Witherspoon APAC-Kansas Inc., Shears Division 302 Peyton St. Emporia, KS 66801 620-342-2047 mark.witherspoon@apac.com	
					Engineer's Estimate					
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 Field Office and Laboratory (Type A)	1	Each	\$9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00	\$ 15,705.00	\$ 15,705.00		NO BID
2 Contractor Construction Staking	1	L.S.	\$15,000.00	\$ 15,000.00	\$ 18,500.00	\$ 18,500.00	\$ 19,910.00	\$ 19,910.00		NO BID
3 Foundation Stabilization (Set Price)	1	C.Y.	\$40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00		NO BID
4 Mobilization	1	L.S.	\$100,000.00	\$ 100,000.00	\$ 237,825.00	\$ 237,825.00	\$ 240,750.00	\$ 240,750.00		NO BID
5 Removal of Existing Structures	1	L.S.	\$25,000.00	\$ 25,000.00	\$ 67,950.00	\$ 67,950.00	\$ 31,900.00	\$ 31,900.00		NO BID
6 Clearing and Grubbing	1	L.S.	\$30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00	\$ 25,000.00	\$ 25,000.00		NO BID
7 Common Excavation	4,532	C.Y.	\$22.00	\$ 99,704.00	\$ 23.23	\$ 105,278.36	\$ 14.90	\$ 67,526.80		NO BID
8 Embankment	3,683	C.Y.	\$19.00	\$ 69,977.00	\$ 11.50	\$ 42,354.50	\$ 2.50	\$ 9,207.50		NO BID
9 Rock Excavation	96	C.Y.	\$35.00	\$ 3,360.00	\$ 35.16	\$ 3,375.36	\$ 30.50	\$ 2,928.00		NO BID
10 Salvaged Topsoil	12,277	S.Y.	\$1.75	\$ 21,484.75	\$ 4.00	\$ 49,108.00	\$ 2.20	\$ 27,009.40		NO BID
11 Storm Sewer (15")(RCP)	180	L.F.	\$85.00	\$ 15,300.00	\$ 79.25	\$ 14,265.00	\$ 70.00	\$ 12,600.00		NO BID
12 Storm Sewer (15")	42	L.F.	\$75.00	\$ 3,150.00	\$ 81.57	\$ 3,425.94	\$ 70.00	\$ 2,940.00		NO BID
13 Storm Sewer (24")	163	L.F.	\$65.00	\$ 10,595.00	\$ 91.46	\$ 14,907.98	\$ 99.00	\$ 16,137.00		NO BID
14 Storm Sewer (30")	1,636	L.F.	\$110.00	\$ 179,960.00	\$ 107.13	\$ 175,264.68	\$ 110.00	\$ 179,960.00		NO BID
15 Inlet (Type 22 Curb)	11	Each	\$7,500.00	\$ 82,500.00	\$ 7,446.00	\$ 81,906.00	\$ 9,200.00	\$ 101,200.00		NO BID
16 Inlet (Manhole)(Special)	2	Each	\$5,500.00	\$ 11,000.00	\$ 7,290.00	\$ 14,580.00	\$ 9,900.00	\$ 19,800.00		NO BID
17 Curb and Gutter, Combined (AE)	4,434	L.F.	\$28.00	\$ 124,152.00	\$ 22.85	\$ 101,316.90	\$ 25.75	\$ 114,175.50		NO BID
18 Temporary Surfacing Material (Aggregate)(Set Price)	1	C.Y.	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00		NO BID
19 Concrete Pavement (8" Uniform)(AE)	56	S.Y.	\$85.00	\$ 4,760.00	\$ 108.40	\$ 6,070.40	\$ 240.00	\$ 13,440.00		NO BID
20 Concrete Pavement (6" Uniform)(AE)	237	S.Y.	\$70.00	\$ 16,590.00	\$ 98.09	\$ 23,247.33	\$ 107.00	\$ 25,359.00		NO BID
21 Aggregate Base (AB-3) (6")	11,325	S.Y.	\$17.00	\$ 192,525.00	\$ 9.00	\$ 101,925.00	\$ 12.75	\$ 144,393.75		NO BID
22 Sidewalk Construction (4")(AE)	2,014	S.Y.	\$60.00	\$ 120,840.00	\$ 44.37	\$ 89,361.18	\$ 66.00	\$ 132,924.00		NO BID
23 Sidewalk Ramp	18	S.Y.	\$225.00	\$ 4,050.00	\$ 236.01	\$ 4,248.18	\$ 222.50	\$ 4,005.00		NO BID
24 Slope Drain (Special)	29	L.F.	\$200.00	\$ 5,800.00	\$ 64.10	\$ 1,858.90	\$ 221.50	\$ 6,423.50		NO BID
25 Concrete Pavement (8" Uniform)(AE)(NRDJ)	9,520	S.Y.	\$80.00	\$ 761,600.00	\$ 83.63	\$ 796,157.60	\$ 72.00	\$ 685,440.00		NO BID
26 Fence (Removal of Existing)	1,301	L.F.	\$1.50	\$ 1,951.50	\$ 1.00	\$ 1,301.00	\$ 0.50	\$ 650.50		NO BID
27 Fence (Barbed Wire) (Removal & Resetting)	314	L.F.	\$10.00	\$ 3,140.00	\$ 10.00	\$ 3,140.00	\$ 4.50	\$ 1,413.00		NO BID
28 Mailbox Installation (Set Price)	3	Each	\$200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00		NO BID
29 Concrete (Grade 4.0)	201	C.Y.	\$850.00	\$ 170,850.00	\$ 950.00	\$ 190,950.00	\$ 1,200.00	\$ 241,200.00		NO BID
30 Concrete (Grade 4.0) (AE)	113	C.Y.	\$850.00	\$ 96,050.00	\$ 950.00	\$ 107,350.00	\$ 1,650.00	\$ 186,450.00		NO BID
31 Bridge Backwall Protection System	358	S.Y.	\$67.00	\$ 23,986.00	\$ 35.00	\$ 12,530.00	\$ 90.00	\$ 32,220.00		NO BID
32 Reinforcing Steel (Gr. 60)	3620	LBS.	\$1.90	\$ 6,878.00	\$ 2.35	\$ 8,507.00	\$ 1.25	\$ 4,525.00		NO BID
33 Reinforcing Steel (Gr. 60) (Epoxy Coated)	73290	LBS.	\$1.80	\$ 131,922.00	\$ 1.90	\$ 139,251.00	\$ 2.25	\$ 164,902.50		NO BID
34 Foundation Stabilization	75	C.Y.	\$90.00	\$ 6,750.00	\$ 90.00	\$ 6,750.00	\$ 50.00	\$ 3,750.00		NO BID
35 Concrete for Seal Course (Set Price)	1	C.Y.	\$175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00		NO BID
36 Granular Backfill (Wingwalls)	104	C.Y.	\$135.00	\$ 14,040.00	\$ 80.00	\$ 8,320.00	\$ 90.00	\$ 9,360.00		NO BID

Item	Qty	Unit			Brian Killough Construction, Inc. P.O. Box 810 Ottawa, KS 66067 785-242-1500 brian@killoughconstruction.com		Bruce Davis Bruce Davis Construction, LLC 1202 Graphic Arts Rd. Emporia, KS 66801 580-565-2367 info@brucedavisconstruction.com		Mark Witherspoon APAC-Kansas Inc., Shears Division 302 Peyton St. Emporia, KS 66801 620-342-2047 mark.witherspoon@apac.com	
					Engineer's Estimate					
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
37 Fence (Chain Link)(6') (Special)	70	L.F.	\$130.00	\$ 9,100.00	\$ 210.00	\$ 14,700.00	\$ 110.00	\$ 7,700.00		NO BID
38 Pavement Marking (Mult-Component)(White)(6")	518	L.F.	\$0.65	\$ 336.70	\$ 2.50	\$ 1,295.00	\$ 2.75	\$ 1,424.50		NO BID
39 Pavement Marking (Mult-Component)(Yellow)(4")	5,904	L.F.	\$0.50	\$ 2,952.00	\$ 2.00	\$ 11,808.00	\$ 2.20	\$ 12,988.80		NO BID
40 Pavement Marking (Mult-Component)(Yellow)(12")	75	L.F.	\$10.00	\$ 750.00	\$ 5.00	\$ 375.00	\$ 5.50	\$ 412.50		NO BID
41 Pavement Marking (Intersection Grade)(White)(24")	25	L.F.	\$26.00	\$ 650.00	\$ 20.00	\$ 500.00	\$ 22.00	\$ 550.00		NO BID
42 Pavement Marking Symbol (Intersection Grade) (White) (Right Arrow)	3	Each	\$300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 245.00	\$ 735.00		NO BID
43 Pavement Marking Symbol (Intersection Grade) (White) (Thru-Left Arrow)	5	Each	\$500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00		NO BID
44 Pavement Marking Symbol (Intersection Grade) (White) (Left Arrow)	7	Each	\$300.00	\$ 2,100.00	\$ 250.00	\$ 1,750.00	\$ 275.00	\$ 1,925.00		NO BID
45 Pavement Marking Symbol (Intersection Grade) (White) (Thru Arrow)	1	Each	\$300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 385.00	\$ 385.00		NO BID
46 Pavement Marking Symbol (Intersection Grade) (White) (Only)	2	Each	\$400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00		NO BID
47 Temporary Fertilizer (15-30-15)	416	Lbs	\$2.50	\$ 1,040.00	\$ 0.50	\$ 208.00	\$ 2.50	\$ 1,040.00		NO BID
48 Temporary Seed (Annual Rye Grass)	139	Lbs	\$30.00	\$ 4,170.00	\$ 3.00	\$ 417.00	\$ 3.30	\$ 458.70		NO BID
49 Soil Erosion Mix	23	Lbs	\$20.00	\$ 460.00	\$ 15.00	\$ 345.00	\$ 19.80	\$ 455.40		NO BID
50 Erosion Control (Class 1, Type C)	317	S.Y.	\$3.00	\$ 951.00	\$ 5.00	\$ 1,585.00	\$ 5.50	\$ 1,743.50		NO BID
51 Sediment Removal (Set Price)	1	C.Y.	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00		NO BID
52 Temporary Berm (Set Price)	1	L.F.	\$1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00		NO BID
53 Temporary Inlet Sediment Barrier	2	Each	\$200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00		NO BID
54 Filter Sock (8")	148	L.F.	\$10.00	\$ 1,480.00	\$ 10.00	\$ 1,480.00	\$ 7.45	\$ 1,102.60		NO BID
55 Silt Fence	1,631	L.F.	\$3.00	\$ 4,893.00	\$ 2.25	\$ 3,669.75	\$ 2.00	\$ 3,262.00		NO BID
56 Mulching Tacking Slurry	2,493	Lbs	\$2.00	\$ 4,986.00	\$ 0.30	\$ 747.90	\$ 0.60	\$ 1,495.80		NO BID
57 Mulching	5.5	Ton	\$400.00	\$ 2,200.00	\$ 400.00	\$ 2,200.00	\$ 495.00	\$ 2,722.50		NO BID
58 Water (Erosion Control)(Set Price)	1	MGAL	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00		NO BID
59 Fertilizer (15-30-15)	416	Lbs	\$2.50	\$ 1,040.00	\$ 1.50	\$ 624.00	\$ 2.50	\$ 1,040.00		NO BID
60 Seed (Fescue) (Tall Turf Type Blend)	499	Lbs	\$11.00	\$ 5,489.00	\$ 11.75	\$ 5,863.25	\$ 8.80	\$ 4,391.20		NO BID
61 Sign (Flat Sheet)(HighPerformance)	49	S.F.	\$25.00	\$ 1,225.00	\$ 30.00	\$ 1,470.00	\$ 33.00	\$ 1,617.00		NO BID
62 Sign Post (2-1/4" Perforated Square Steel Tube)	110	L.F.	\$15.00	\$ 1,650.00	\$ 15.00	\$ 1,650.00	\$ 16.50	\$ 1,815.00		NO BID
63 Sign Post Footing (2-1/4" Perforated Square Steel Tube)	9	Each	\$50.00	\$ 450.00	\$ 90.00	\$ 810.00	\$ 99.00	\$ 891.00		NO BID
64 Work Zone Signs (0 to 9.25 Sq.Ft.)	3,360	EADA	\$0.20	\$ 672.00	\$ 0.10	\$ 336.00	\$ 0.11	\$ 369.60		NO BID
65 Work Zone Signs (9.26 to 16.25 Sq.Ft.)	1,800	EADA	\$0.25	\$ 450.00	\$ 0.10	\$ 180.00	\$ 0.11	\$ 198.00		NO BID
66 Work Zone Barricades (Type 3 - 4' to 12')	1,680	EADA	\$0.45	\$ 756.00	\$ 1.00	\$ 1,680.00	\$ 1.10	\$ 1,848.00		NO BID
67 Work Zone Barricades (Pedestrian)	240	EADA	\$0.45	\$ 108.00	\$ 1.00	\$ 240.00	\$ 1.10	\$ 264.00		NO BID
68 Work Zone Warning Light (Type "A" Low Intensity)	2,160	EADA	\$0.35	\$ 756.00	\$ 0.05	\$ 108.00	\$ 0.06	\$ 129.60		NO BID
69 Work Zone Signs (Special) (16.25 Sq.Ft. & Over)	2	Each	\$200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00		NO BID
70 Traffic Control (Initial Set Up)	1	L.S.	\$30,000.00	\$ 30,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,100.00	\$ 12,100.00		NO BID
71 Flagger (Set Price)	1	Hour	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00		NO BID
Total Bid For Concrete				\$2,446,935.95		\$2,538,323.21		\$2,612,506.15		\$0.00
Certification - Noncollusion & History of Debarment: Tax Clearance Certificate: Addendum No. 1: Addendum No 2:					Bid Bond:					
					Yes				Yes	
					Yes				Yes	
					Yes				Yes	
					Yes				Yes	

KAW VALLEY ENGINEERING, INC.
742 Duvall Avenue
Salina, Kansas 67401
Tel: 785-823-3400

56 KA-6154-01 City of Emporia Lyon County Road 180
City of Emporia Project No. PV 1910
Emporia, Kansas
Asphalt

Project No.: E21D2787
Date: 08/09/22

Item	Qty	Unit			Brian Killough Construction, Inc. P.O. Box 810 Ottawa, KS 66067 785-242-1500 brian@killoughconstruction.com		Bruce Davis Bruce Davis Construction, LLC 1202 Graphic Arts Rd. Emporia, KS 66801 580-565-2367 info@brucedavisconstruction.com		Mark Witherspoon APAC-Kansas Inc., Shears Division 302 Peyton St. Emporia, KS 66801 620-342-2047 mark.witherspoon@apac.com	
			Engineer's Estimate							
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 Field Office and Laboratory (Type A)	1	Each	\$9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00	\$ 15,705.00	\$ 15,705.00	\$ 7,098.04	\$ 7,098.04
2 Contractor Construction Staking	1	L.S.	\$15,000.00	\$ 15,000.00	\$ 18,500.00	\$ 18,500.00	\$ 19,910.00	\$ 19,910.00	\$ 38,045.72	\$ 38,045.72
3 Foundation Stabilization (Set Price)	1	C.Y.	\$40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
4 Mobilization	1	L.S.	\$100,000.00	\$ 100,000.00	\$248,370.00	\$ 248,370.00	\$224,900.00	\$ 224,900.00	\$291,010.85	\$ 291,010.85
5 Removal of Existing Structures	1	L.S.	\$25,000.00	\$ 25,000.00	\$ 67,950.00	\$ 67,950.00	\$ 31,900.00	\$ 31,900.00	\$ 34,674.96	\$ 34,674.96
6 Clearing and Grubbing	1	L.S.	\$30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,174.73	\$ 27,174.73
7 Common Excavation	5,323	C.Y.	\$22.00	\$ 117,106.00	\$ 23.23	\$123,653.29	\$ 14.90	\$ 79,312.70	\$ 16.20	\$ 86,232.60
8 Embankment	3,594	C.Y.	\$19.00	\$ 68,286.00	\$ 11.50	\$ 41,331.00	\$ 2.50	\$ 8,985.00	\$ 2.72	\$ 9,775.68
9 Rock Excavation	96	C.Y.	\$35.00	\$ 3,360.00	\$ 35.16	\$ 3,375.36	\$ 30.50	\$ 2,928.00	\$ 33.15	\$ 3,182.40
10 Salvaged Topsoil	12,277	S.Y.	\$1.75	\$ 21,484.75	\$ 4.00	\$ 49,108.00	\$ 2.20	\$ 27,009.40	\$ 2.39	\$ 29,342.03
11 Storm Sewer (15")(RCP)	180	L.F.	\$85.00	\$ 15,300.00	\$ 79.25	\$ 14,265.00	\$ 70.00	\$ 12,600.00	\$ 76.09	\$ 13,696.20
12 Storm Sewer (15")	42	L.F.	\$75.00	\$ 3,150.00	\$ 81.57	\$ 3,425.94	\$ 70.00	\$ 2,940.00	\$ 76.09	\$ 3,195.78
13 Storm Sewer (24")	163	L.F.	\$65.00	\$ 10,595.00	\$ 91.46	\$ 14,907.98	\$ 99.00	\$ 16,137.00	\$ 107.61	\$ 17,540.43
14 Storm Sewer (30")	1,636	L.F.	\$110.00	\$ 179,960.00	\$ 107.13	\$ 175,264.68	\$ 110.00	\$ 179,960.00	\$ 119.57	\$ 195,616.52
15 Inlet (Type 22 Curb)	11	Each	\$7,500.00	\$ 82,500.00	\$ 7,446.00	\$ 81,906.00	\$ 9,200.00	\$ 101,200.00	\$ 10,000.30	\$ 110,003.30
16 Inlet (Manhole)(Special)	2	Each	\$5,500.00	\$ 11,000.00	\$ 7,290.00	\$ 14,580.00	\$ 9,900.00	\$ 19,800.00	\$ 10,761.20	\$ 21,522.40
17 Curb and Gutter, Combined (AE)	4,434	L.F.	\$28.00	\$ 124,152.00	\$ 22.85	\$ 101,316.90	\$ 25.75	\$ 114,175.50	\$ 23.37	\$ 103,622.58
18 Temporary Surfacing Material (Aggregate)(Set Price)	1	C.Y.	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
19 Concrete Pavement (8" Uniform)(AE)	56	S.Y.	\$85.00	\$ 4,760.00	\$ 108.40	\$ 6,070.40	\$ 240.00	\$ 13,440.00	\$ 146.74	\$ 8,217.44
20 Concrete Pavement (6" Uniform)(AE)	237	S.Y.	\$70.00	\$ 16,590.00	\$ 98.09	\$ 23,247.33	\$ 107.00	\$ 25,359.00	\$ 114.13	\$ 27,048.81
21 Aggregate Base (AB-3) (6")	11,325	S.Y.	\$17.00	\$ 192,525.00	\$ 9.00	\$ 101,925.00	\$ 12.75	\$ 144,393.75	\$ 13.86	\$ 156,964.50
22 Sidewalk Construction (4")(AE)	2,014	S.Y.	\$60.00	\$ 120,840.00	\$ 44.37	\$ 89,361.18	\$ 66.00	\$ 132,924.00	\$ 48.91	\$ 98,504.74
23 Sidewalk Ramp	18	S.Y.	\$225.00	\$ 4,050.00	\$ 236.01	\$ 4,248.18	\$ 222.50	\$ 4,005.00	\$ 434.80	\$ 7,826.40
24 Slope Drain (Special)	29	L.F.	\$200.00	\$ 5,800.00	\$ 64.10	\$ 1,858.90	\$ 221.50	\$ 6,423.50	\$ 70.65	\$ 2,048.85
25 HMA - Commercial Grade (Class A)	6,006	Ton	\$125.00	\$ 750,750.00	\$ 105.39	\$ 632,972.34	\$ 114.44	\$ 687,326.64	\$ 105.74	\$ 635,074.44
26 Fence (Removal of Existing)	1,301	L.F.	\$1.50	\$ 1,951.50	\$ 1.00	\$ 1,301.00	\$ 0.50	\$ 650.50	\$ 0.54	\$ 702.54
27 Fence (Barbed Wire) (Removal & Resetting)	314	L.F.	\$10.00	\$ 3,140.00	\$ 10.00	\$ 3,140.00	\$ 4.50	\$ 1,413.00	\$ 4.89	\$ 1,535.46
28 Mailbox Installation (Set Price)	3	Each	\$200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00
29 Concrete (Grade 4.0)	201	C.Y.	\$850.00	\$ 170,850.00	\$ 950.00	\$ 190,950.00	\$ 1,200.00	\$ 241,200.00	\$ 1,358.74	\$ 273,106.74
30 Concrete (Grade 4.0) (AE)	113	C.Y.	\$850.00	\$ 96,050.00	\$ 950.00	\$ 107,350.00	\$ 1,650.00	\$ 186,450.00	\$ 1,793.53	\$ 202,668.89
31 Bridge Backwall Protection System	358	S.Y.	\$67.00	\$ 23,986.00	\$ 35.00	\$ 12,530.00	\$ 90.00	\$ 32,220.00	\$ 97.83	\$ 35,023.14
32 Reinforcing Steel (Gr. 60)	3620	LBS.	\$1.90	\$ 6,878.00	\$ 2.35	\$ 8,507.00	\$ 1.25	\$ 4,525.00	\$ 1.36	\$ 4,923.20
33 Reinforcing Steel (Gr. 60) (Epoxy Coated)	73290	LBS.	\$1.80	\$ 131,922.00	\$ 1.90	\$ 139,251.00	\$ 2.25	\$ 164,902.50	\$ 2.45	\$ 179,560.50
34 Foundation Stabilization	75	C.Y.	\$90.00	\$ 6,750.00	\$ 90.00	\$ 6,750.00	\$ 50.00	\$ 3,750.00	\$ 163.05	\$ 12,228.75
35 Concrete for Seal Course (Set Price)	1	C.Y.	\$175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00

KAW VALLEY ENGINEERING, INC.
742 Duvall Avenue
Salina, Kansas 67401
Tel: 785-823-3400

56 KA-6154-01 City of Emporia Lyon County Road 180
City of Emporia Project No. PV 1910
Emporia, Kansas
Asphalt

Project No.: E21D2787
Date: 08/09/22

Item	Qty	Unit	Engineer's Estimate		Brian Killough Construction, Inc. P.O. Box 810 Ottawa, KS 66067 785-242-1500 brian@killoughconstruction.com		Bruce Davis Bruce Davis Construction, LLC 1202 Graphic Arts Rd. Emporia, KS 66801 580-565-2367 info@brucedavisconstruction.com		Mark Witherspoon APAC-Kansas Inc., Shears Division 302 Peyton St. Emporia, KS 66801 620-342-2047 mark.witherspoon@apac.com	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
36 Granular Backfill (Wingwalls)	104	C.Y.	\$135.00	\$ 14,040.00	\$ 80.00	\$ 8,320.00	\$ 90.00	\$ 9,360.00	\$ 97.83	\$ 10,174.32
37 Fence (Chain Link)(6') (Special)	70	L.F.	\$130.00	\$ 9,100.00	\$ 210.00	\$ 14,700.00	\$ 110.00	\$ 7,700.00	\$ 119.57	\$ 8,369.90
38 Pavement Marking (Thermoplastic)(White)(6")	518	L.F.	\$0.95	\$ 492.10	\$ 2.50	\$ 1,295.00	\$ 2.75	\$ 1,424.50	\$ 2.72	\$ 1,408.96
39 Pavement Marking (Thermoplastic)(Yellow)(4")	5,904	L.F.	\$0.65	\$ 3,837.60	\$ 2.00	\$ 11,808.00	\$ 2.20	\$ 12,988.80	\$ 2.17	\$ 12,811.68
40 Pavement Marking (Thermoplastic)(Yellow)(12")	75	L.F.	\$10.00	\$ 750.00	\$ 5.00	\$ 375.00	\$ 5.50	\$ 412.50	\$ 5.43	\$ 407.25
41 Pavement Marking (Intersection Grade)(White)(24")	25	L.F.	\$26.00	\$ 650.00	\$ 20.00	\$ 500.00	\$ 22.00	\$ 550.00	\$ 21.74	\$ 543.50
42 Pavement Marking Symbol (Intersection Grade) (White) (Right Arrow)	3	Each	\$300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 245.00	\$ 735.00	\$ 271.75	\$ 815.25
43 Pavement Marking Symbol (Intersection Grade) (White) (Thru-Left Arrow)	5	Each	\$500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00	\$ 543.49	\$ 2,717.45
44 Pavement Marking Symbol (Intersection Grade) (White) (Left Arrow)	7	Each	\$300.00	\$ 2,100.00	\$ 250.00	\$ 1,750.00	\$ 275.00	\$ 1,925.00	\$ 271.75	\$ 1,902.25
45 Pavement Marking Symbol (Intersection Grade) (White) (Thru Arrow)	1	Each	\$300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 385.00	\$ 385.00	\$ 380.45	\$ 380.45
46 Pavement Marking Symbol (Intersection Grade) (White) (Only)	2	Each	\$400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	\$ 543.50	\$ 1,087.00
47 Temporary Fertilizer (15-30-15)	416	Lbs	\$2.50	\$ 1,040.00	\$ 0.50	\$ 208.00	\$ 2.50	\$ 1,040.00	\$ 2.72	\$ 1,131.52
48 Temporary Seed (Annual Rye Grass)	139	Lbs	\$30.00	\$ 4,170.00	\$ 3.00	\$ 417.00	\$ 3.30	\$ 458.70	\$ 76.09	\$ 10,576.51
49 Soil Erosion Mix	23	Lbs	\$20.00	\$ 460.00	\$ 15.00	\$ 345.00	\$ 19.80	\$ 455.40	\$ 59.78	\$ 1,374.94
50 Erosion Control (Class 1, Type C)	317	S.Y.	\$3.00	\$ 951.00	\$ 5.00	\$ 1,585.00	\$ 5.50	\$ 1,743.50	\$ 4.62	\$ 1,464.54
51 Sediment Removal (Set Price)	1	C.Y.	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
52 Temporary Berm (Set Price)	1	L.F.	\$1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
53 Temporary Inlet Sediment Barrier	2	Each	\$200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00	\$ 173.92	\$ 347.84
54 Filter Sock (8")	148	L.F.	\$10.00	\$ 1,480.00	\$ 10.00	\$ 1,480.00	\$ 7.45	\$ 1,102.60	\$ 13.04	\$ 1,929.92
55 Silt Fence	1,631	L.F.	\$3.00	\$ 4,893.00	\$ 2.25	\$ 3,669.75	\$ 2.00	\$ 3,262.00	\$ 4.35	\$ 7,094.85
56 Mulching Tacking Slurry	2,493	Lbs	\$2.00	\$ 4,986.00	\$ 0.30	\$ 747.90	\$ 0.60	\$ 1,495.80	\$ 2.99	\$ 7,454.07
57 Mulching	5.5	Ton	\$400.00	\$ 2,200.00	\$ 400.00	\$ 2,200.00	\$ 495.00	\$ 2,722.50	\$ 570.67	\$ 3,138.69
58 Water (Erosion Control)(Set Price)	1	MGAL	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
59 Fertilizer (15-30-15)	416	Lbs	\$2.50	\$ 1,040.00	\$ 1.50	\$ 624.00	\$ 2.50	\$ 1,040.00	\$ 3.26	\$ 1,356.16
60 Seed (Fescue) (Tall Turf Type Blend)	499	Lbs	\$11.00	\$ 5,489.00	\$ 11.75	\$ 5,863.25	\$ 8.80	\$ 4,391.20	\$ 34.78	\$ 17,355.22
61 Sign (Flat Sheet)(HighPerformance)	49	S.F.	\$25.00	\$ 1,225.00	\$ 30.00	\$ 1,470.00	\$ 33.00	\$ 1,617.00	\$ 32.61	\$ 1,597.89
62 Sign Post (2-1/4" Perforated Square Steel Tube)	110	L.F.	\$15.00	\$ 1,650.00	\$ 15.00	\$ 1,650.00	\$ 16.50	\$ 1,815.00	\$ 16.30	\$ 1,793.00
63 Sign Post Footing (2-1/4" Perforated Square Steel Tube)	9	Each	\$50.00	\$ 450.00	\$ 90.00	\$ 810.00	\$ 99.00	\$ 891.00	\$ 97.83	\$ 880.47
64 Work Zone Signs (0 to 9.25 Sq.Ft.)	3,360	EADA	\$0.20	\$ 672.00	\$ 0.10	\$ 336.00	\$ 0.11	\$ 369.60	\$ 0.11	\$ 369.60
65 Work Zone Signs (9.26 to 16.25 Sq.Ft.)	1,800	EADA	\$0.25	\$ 450.00	\$ 0.10	\$ 180.00	\$ 0.11	\$ 198.00	\$ 0.11	\$ 198.00
66 Work Zone Barricades (Type 3 - 4' to 12')	1,680	EADA	\$0.45	\$ 756.00	\$ 1.00	\$ 1,680.00	\$ 1.10	\$ 1,848.00	\$ 1.09	\$ 1,831.20
67 Work Zone Barricades (Pedestrian)	240	EADA	\$0.45	\$ 108.00	\$ 1.00	\$ 240.00	\$ 1.10	\$ 264.00	\$ 1.09	\$ 261.60
68 Work Zone Warning Light (Type "A" Low Intensity)	2,160	EADA	\$0.35	\$ 756.00	\$ 0.05	\$ 108.00	\$ 0.06	\$ 129.60	\$ 0.05	\$ 108.00
69 Work Zone Signs (Special) (16.25 Sq.Ft. & Over)	2	Each	\$200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00	\$ 434.80	\$ 869.60
70 Traffic Control (Initial Set Up)	1	L.S.	\$30,000.00	\$ 30,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,100.00	\$ 12,100.00	\$ 11,956.88	\$ 11,956.88
71 Flagger (Set Price)	1	Hour	\$35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Total Bid For Asphalt				\$2,452,837.95		\$2,403,034.38		\$2,610,106.19		\$2,751,833.13
Bid Bond:					Yes		Yes		Yes	
Certification - Noncollusion & History of Debarment:					Yes		Yes		Yes	
Tax Clearance Certificate:					Yes		Yes		Yes	
Addendum No. 1:					Yes		Yes		Yes	
Addendum No 2:					Yes		Yes		Yes	

Commission Action Report

Title: Consider Ordinance 22-39 Adopting the 49th Edition of the Standard Traffic Ordinance for Kansas Cities

Proposed Agenda Date: August 17, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The League of Kansas Municipalities publishes the Standard Traffic Ordinances for Kansas Cities annually incorporating the most recent legislative changes which affect city ordinances.

DISCUSSION:

The 49th Edition of the Standard Traffic Ordinances for Kansas Cities includes changes to the following sections:

Article 1	Definitions Amended: All-Terrain Vehicle, Electric Assisted Bicycle, Motor Vehicle, Motorcycle, Motorized Bicycle
Section 10.1	Funeral Processions
Section 119	Parades and Processions
Section 30	Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties
Section 30.1	Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties
Section 30.	Commercial Driver's Licenses: Diversion Agreements Not Allowed
Section 126.1.1	Display of License Plate
Section 135	Electric-Assisted Bicycles, Traffic Law Application

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve ordinance 22-39.

ATTACHMENTS:

Proposed Ordinance 22-39.

ORDINANCE NO. 22-39

AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE AND AMENDMENTS THERETO, AMENDING SECTION 25-21 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, AND REPEALING SAID SECTION AS IT EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE.

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

Section 1. That Section 25-21 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Section 25-21. Adopted; Amendments and Deletions:

(a) *Adopted:* There is hereby incorporated by reference, for the purpose of regulating traffic within the corporate limits of the City, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", 49th Edition, 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three (3) copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Section 25-21 of the Code of the City of Emporia, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

(b) *Amendments and Deletions:* The Standard Traffic Ordinance for Kansas Cities, 49th Edition, 2022, is hereby amended in the following respects:

(1) Section 2 shall be amended by the addition of subparagraph (c) as follows:

“(c) Articles 7, 8, 9, 10, 11, 13 and 14 of The Standard Traffic Ordinance for Kansas Cities, 49th Edition, 2022, shall be applied to private drives, private parking areas and private streets within the corporate limits of the City of Emporia, Kansas, only if requested in writing by the owner of the property and authorized by the Governing Body with appropriate signage stating, ‘THE TRAFFIC ORDINANCES OF THE CITY OF EMPORIA, KANSAS, AS AMENDED, ARE ENFORCED UPON THIS PROPERTY PURSUANT TO CITY CODE SEC. 25-21’.”

(2) Sections 30.4 and 105 are hereby deleted.

(3) Section 85(b)(1) is amended to read as follows:

"(1) In front of or within five (5) feet of a public or private driveway."

- (4) Section 85(c) is amended by adding new subparagraph (3) to read as follows:

"(3) At any place where the curb has been painted yellow."

- (5) Section 88 is amended by adding new subparagraph (c) to read as follows:

"(c) Advertising or promoting the sale of merchandise, wares or goods, the selection of any public official, or any public or private event."

- (6) Section 126 is hereby deleted.

- (7) Section 103 is amended to read as follows:

"No person, except an authorized emergency vehicle operated by Emporia Fire Department, shall operate any motor vehicle on the streets, alleys, or roadways of the City while wearing headphones which in any way interfere with hearing of traffic noise or warning devices or signals."

- (8) Section 114.2 is amended by adding the following subparagraph:

"(d) Micro utility trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city. No micro utility truck shall be operated on any public highway, street, road or alley unless such vehicle shall comply with the equipment requirements under the provisions of article 17, chapter 8 of the Kansas Statutes Annotated. Every person operating a micro utility truck on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law. A violation of this section shall be deemed an ordinance traffic infraction. No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2022 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect."

- (9) Section 114.4 is amended by adding the following subparagraph:

“(d) A golf cart may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city. Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law. A violation of this section shall be deemed an ordinance traffic infraction. No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver’s license. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2022 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.”

- (10) Section 114.5 is amended by adding the following subparagraph:

“(e) Work-site utility vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city. No work-site utility vehicle shall be operated on any public highway, street, road or alley unless such vehicle shall comply with the equipment requirements under the provisions of article 17, chapter 8 of the Kansas Statutes Annotated. Every person operating a work-site utility vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law. A violation of this section shall be deemed an ordinance traffic infraction. No person shall operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver’s license. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2019 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.”

Section 2. PENALTY FOR SCHEDULED FINES.

- (a) It is unlawful for any person to violate any of the provisions of this ordinance.
- (b) The judge of the Municipal Court shall in the manner prescribed by K.S.A. 12-4305 and Article 20 of the Standard Traffic Ordinance for Kansas Cities establish a schedule of fines for violation of any section of this ordinance classified as an ordinance traffic infraction. Such fines shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation and payment of the fine and any court costs.

Section 3. That Section 25-21 of the Code of the City of Emporia, Kansas as it existed prior to the adoption of this ordinance is hereby repealed.

Section 4. This ordinance shall take effect upon its publication in the official City newspaper.

Section 5. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, KS as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 17th day of August 2022.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

Commission Action Report

Title: Financials & Permits
Proposed Agenda Date: August 17, 2022
Presented By: Trey Cocking, City Manager

BACKGROUND:

The following is general information for the month of July 2022 for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2021	2022	Increase of \$4,564.62 for the month, and Overall increase of 10.34% from year 2021
	\$461,611.41	\$466,176.03	
YTD	\$ 3,124,879.55	\$ 3,447,918.59	

2) City Share from County Tax

	2021	2022	Increase of \$5,232.69 for the month, and Overall increase of 11.10% from year 2021
	\$233,186.28	\$238,418.97	
YTD	\$1,578,109.85	\$ 1,753,337.14	

3) Building Permits issued from 7/1/2022 to 7/31/2022 for new construction, remodeling/repairs, and demolition.

Total number of building permits issued through Code Services:	157
Total of valuations associated with those building permits:	\$ 2,455,011.00
Total number of dollars collected for Building Permit Fees:	\$ 20,612.00

Construct - single family dwellings	3
Demo - single family dwellings	4

Flint Hills Mall CID for July 2022	\$ 19,077.18
Year to Date Total	\$ 122,469.28

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A



DATE: August 11, 2022
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

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

Revenue:

Ad Valorem Tax: \$25,311 higher than YTD budget

Taxes: \$849,498 higher than YTD budget

Sales Tax - \$420,524 higher

County Wide sales tax - \$225,258 higher

Franchise tax - \$193,760 higher

Licenses & Permits: \$136,841 higher than YTD

Building Permits - \$135,278 higher

Charges for Services: \$310,458 lower than YTD budget

Ambulance - \$484,375 lower

Golf - \$64,859 higher

Concessions - \$10,890 higher

Airport Fuel - \$94,480 higher

Expense

Maintenance & Repair: \$115,991 under YTD budget

Equipment – \$60,735 lower

Building - \$27,808 higher

Vehicles - \$58,457 lower

Software - \$4,550 lower

Other Charges: \$230,278 under YTD budget

Insurance - \$27,969 lower

Medical Expense - \$18,063 lower

Inter Department charge - \$104,509 lower

Public Education - \$4,967 lower

Shop Labor - \$33,870 lower
Employee Appreciation - \$7,584 lower
Dues & Subscription - \$1,577 lower

Total revenues for the seven-month period ended July 31, 2022, were \$1,066,416 over the YTD budget while expenses were \$924,085 under the YTD Budget. Therefore, the General Fund experienced operating results of \$1,990,501 more favorable than the YTD Budget.

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

Revenue

Sale of Water: \$83,373 over YTD budget.

Expense

Maintenance & Repair: \$299,885 higher than YTD Budget
Equipment \$136,813 higher
Water Main \$102,091 higher
Water Meters \$21,215 lower

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

Contractual Services: \$259,714 higher than YTD budget
Contractual Services \$182,511 higher
Profession Services \$13,099 higher
New Services \$17,173 lower

Total revenues for the seven-month period ended July 31, 2022, were \$1,208,948 over the YTD budget while expenses were \$821,107 higher the YTD Budget. Therefore, the Water Fund experienced operating results of \$387,841 less favorable than the YTD Budget.

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

Revenue:

Sewer Charges: \$255,532 higher than YTD budget

Extra Strength Surcharge: \$48,691 higher than YTD budget

Expenses

Maintenance & Repair: \$409,712 higher than YTD budget
Sewer Mains \$296,093 higher
Equipment \$102,946 higher

Capital Outlay: \$445,437 lower due to not all capital has been purchased.

Total revenues for the seven-month period ended July 31, 2022, were \$314,142 higher the YTD budget while expenses were \$374,227 lower the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$688,369 more favorable than the YTD Budget.

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

Revenue

Collection fees: \$68,469 higher than YTD budget

Resale of Recyclables: \$98,894 higher than YTD budget

Rolloff: \$168,107 higher than YTD budget

Landfill fees: \$6,461 higher than YTD budget

Expenses

Capital Outlay \$164,934 lower than YTD budget due to items not purchased yet

Total revenues for the seven-month period ended July 31, 2022, were \$345,190 higher the YTD budget while expenses were \$7,057 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$352,247 more favorable than the YTD Budget.

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

GENERAL FUND

as of July 31, 2022

GENERAL FUND

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,300,640	4,515,233	4,515,233	4,535,364	4,535,364
REVENUE					
Ad Valorem Property Tax	4,722,275	4,979,844	4,878,844	4,904,155	(25,311)
Taxes	11,692,294	11,022,480	6,256,193	7,105,691	(849,498)
Intergovernmental Taxes	272,554	244,660	118,001	178,747	(60,746)
Licenses & Permits	291,189	215,900	125,944	262,785	(136,841)
Charges for Services	2,301,602	2,627,418	1,564,810	1,254,352	310,458
Fines & Fees	508,360	550,800	300,300	255,503	44,797
Use of Property and Money	144,759	154,024	89,838	97,765	(7,927)
Reimbursements	218,280	160,087	95,880	104,679	(8,799)
Misc. Rev. - Administrative Transfers	2,825,664	2,533,894	1,478,092	1,763,264	(285,172)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	45,240	4,700	2,744	120	2,624
Nonoperating Revenues	27,597	0		50,000	(50,000)
TOTAL RECEIPTS	23,049,814	22,493,807	14,910,646	15,977,062	(1,066,416)
EXPENDITURES					
Personnel Services	12,866,777	14,013,680	8,091,481	7,523,350	568,131
Vacancy Rate		(258,532)	0		0
Maintenance & Repair	735,350	935,804	545,895	429,904	115,991
Commodities	1,260,084	1,500,190	889,059	930,772	(41,713)
Other Charges	493,000	882,718	401,780	171,502	230,278
Capital Outlay	334,083	518,300	518,300	153,746	364,554
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	539,583	539,581	2
Transfer to Multi Year Fund	2,953,164	2,623,107	1,530,144	1,755,404	(225,260)
Transfer to Project accounts	1,640,729	40,000	23,336	92,785	(69,449)
Transfer to B&I for Hanger payment	0	0	0	0	0
Utilities	561,222	502,050	292,859	300,118	(7,259)
Communications	96,294	124,731	72,785	66,037	6,748
Training and Travel	145,922	219,250	127,897	106,188	21,709
Jail Expenses	34,520	75,000	43,750	46,680	(2,930)
Other Contractual	821,776	925,939	534,877	571,595	(36,718)
Excess Carryover		0	0		0
Outstanding PO's	(155,880)				
TOTAL EXPENDITURES	22,712,040	23,027,237	13,611,746	12,687,661	924,085
Revenue less expenses	337,774	(533,430)	1,298,900	3,289,401	(1,990,501)
Cash Basis Adjustments/Non-appropriated Balance	(103,049)	0	0	54,278	
Ending Cash Balance	4,535,364	3,981,803	5,814,133	7,879,044	
Base for Reserve calculation	16,859,064	18,920,830	11,000,383	10,146,146	
15% Reserve	2,528,860	2,838,125	1,650,057	1,521,922	
Amount over 15% Reserve	2,006,505	1,143,679	4,164,075	6,357,122	

General Fund Capital Items

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

			Purchase Order	Expenses	Actual	2022 Budget/estimated	2022
Beginning unencumbered balance					3,582,386.79	1,015,631.00	
REVENUE							
		Sales Tax Proceeds from General Fund			1,755,403.88	2,623,107.00	
		Interest			3,876.68	1,000.00	
		Tax Credits			-	-	
		Accounts Receivable			-	-	
Total Revenue					1,759,280.56	2,624,107.00	
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		-	-	600,000.00	
	102-0101-400.0801	Land Bank land purchase & PEP		100,000.00	100,000.00	100,000.00	
	102-0101-400.0505	ADA Sidewalks	-	-	-	50,000.00	
	102-0101-400.0265	Miscellaneous storm water repairs		-	-	208,276.00	
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	-	328.68	328.68	14,809.97	
SW1303	102 0101 400 0505	Holiday Drive Storm Water		-	-	165,500.00	
	102-0101-400.0265	E 12th Ave & RR storm water		-	-	50,000.00	
FS2101	102-0301-400.0502	Replace HVAC in Admin & Dorms St #2 & Jace Controller	0.00	167,874.48	167,874.48	108,007.45	
	102-0301-400.0502	Kithen Remodel at Fire Station 2		-	-	28,000.00	
	102-0301-400.0502	Overhead Door Replacement Station 2		-	-	12,000.00	
	102 0601 400 0257	2022 Hazardous Sidewalk	75,690.36	31,636.21	107,326.57	100,000.00	
AL2101	102 0601 400.1516	Alley East of Lyon County State Bank 800 Block	-	62,523.00	62,523.00	2,231.98	
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block		3,949.89	3,949.89	758,963.93	
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	-	-	-	70,000.00	
SK2102	102-0601-400.1516	9th Ave Anderson to Burn to Fairgrounds	3,636.00	19,271.16	22,907.16	28,307.22	
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic arts to Hatcher		-	-	55,000.00	
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton		-	-	25,000.00	
		Sidewalk 12th & Burlingame		-	-	40,500.00	
		Sidewalk 24th Ave along Jones Park		-	-	25,000.00	
	102-0601-400.1516	Handicap curb cuts		-	-	50,000.00	
PV2201	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho		2,641.23	2,641.23	411,000.00	
PV2203	102-0601-400.1516	2022 Street Rehab	-	8,123.44	8,123.44	850,000.00	
	102-0601-400.1516	Road 180 (W edge of Every to Road F5)		-	-	300,000.00	
	102-0601-400.1516	Road F Utilities & Easements		-	-	-	
	102-0601-400.1516	Weaver Street Resurfacing (6th Ave to US-50 Hwy)		-	-	-	
	102-0601-400.1516	6th & Prairie intersection Improvements		60,000.00	60,000.00	60,000.00	
	102-0601-400.1516	Misc Street Repairs		-	-	100,000.00	
PV2202	102-0601-400.1516	15th Ave Substation barrier wall	15,327.00	481.07	15,808.07	36,000.00	
PV2206	102-0601-400.0505	Slurry/chip Seal	60,465.00	-	60,465.00	200,000.00	
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	90,759.96	43,215.00	133,974.96	90,000.00	
GC1701	102-0701-400.0505	Master plan design of golf course, range, bldg	-	-	-	12,250.00	
	102-0803-400.0505	JAC replace sand in filters		-	-	20,000.00	
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	-	-	-	3,518.00	
ZO2102	102-0806-400.0502	Parking Lot at Zoo	-	2,603.88	2,603.88	163,560.89	
	102-0806-400.0505	Bus parking at zoo		-	-	20,000.00	
	102-0806-400.0502	Hoof Stock Sheds		-	-	50,000.00	
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs		-	-	54,000.00	
	102-0901-400.0502	618 Mechanic Roof		-	-	60,000.00	
CV2001	102 0901 400 0505	Elevator controls Roof Caps	36,600.00	-	36,600.00	36,600.00	
	102-0901-400.0502	Replace Steam Lines & update HVAC		-	-	50,000.00	
CV2201	102-0901-400.0502	Civic Fire Alarm Card update 2nd half	35,053.00	23,000.00	58,053.00	60,000.00	
	102-0901-400.0502	2022 Replace Steam Lines	-	-	-	85,000.00	
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements		-	-	300,000.00	
	102-0901-400.0502	Replace Irrigation system		-	-	30,000.00	
	102-0901-400.0502	Walk-in Cooler in Room 222		-	-	25,000.00	
	102-0901-400.0502	Replace Windows in Auditorium		-	-	26,000.00	
CV2202	102-0901-400.0502	Evelator Controls	106,100.00		106,100.00	175,000.00	
CV1901	102-0901-400.0502	ADA Improvements Police & Water Dept	0.00	12,757.18	12,757.18	45,288.71	
CV2102	102-0901-400.0505	Carniage Library Study	1,000.00	9,500.00	10,500.00	7,300.00	
	102-0902-400.0505	ADA improvements Library doors & ADA openers		-	-	120,000.00	
	102-0902-400.0505	Replace Irrigation system		-	-	10,000.00	
	102-0902-400.0502	HVAC updates		-	-	15,000.00	
	102-1401-400.0505	Runway Extension 51" Design (KDOT 90%)		-	-	8,150.00	
	102-1401-400.0505	Wildlife Site Visit & Study (FAA 90%)		-	-	3,000.00	
AR2101	102-1401-400.0801	Airport Edge ligting & guidance signs		-	-	40,987.00	
EXPENDITURES			424,631.32	547,905.22	972,536.54	5,959,251.15	
Ending Unencumbered Cash balance					4,369,130.81	247,242.64	
2022 budgeted projects					4,369,130.81	-	

City of Emporia, Kansas

Library Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Original Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$832,333	\$892,992	\$890,000	\$862,623	\$27,377
Back Tax Collection	\$14,757	\$15,000	\$10,000	\$17,069	(\$7,069)
Motor Vehicle Tax	\$99,565	\$94,818	\$39,000	\$38,603	\$397
Recreational Vehicle Tax	\$1,142	\$1,038	\$500	\$383	\$117
AdValorem Tax Reduction	(\$10,017)	(\$9,500)	(\$9,300)	(\$9,297)	(\$3)
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$937,779	\$994,348	\$930,200	\$909,381	\$20,819
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$937,779	\$994,348	\$930,200	\$909,381	\$20,819
TOTAL EXPENDITURES	\$937,779	\$994,348	\$930,200	\$909,381	\$20,819
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$531,611	\$606,062	\$606,062	\$649,122	\$0
REVENUE					
Transient Guest Tax	\$634,077	\$620,000	\$530,000	\$328,671	\$201,329
Interest on Investment	\$300	\$200	\$119	\$458	(\$339)
Fence rental	\$8,128	\$7,000	\$4,081	\$5,457	(\$1,376)
Return of amount over allowed reserve					\$0
Repayment of extra funds - Chamber				\$50,630	(\$50,630)
Accounts Receivable - fence rental	\$0			\$4,987	(\$4,987)
TOTAL RECEIPTS	\$642,506	\$627,200	\$534,200	\$390,203	\$143,997
EXPENDITURES					
CVB Appropriation	\$273,750	\$365,000	\$290,000	\$365,000	(\$75,000)
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$0	\$0	\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$5,625	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$37,500	\$56,250	\$56,250	\$56,250	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$7,500	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$15,000	\$20,000	\$20,000	\$20,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$25,000	\$25,000	\$25,000	\$15,000	\$10,000
DDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$10,000	\$20,000	\$0	\$0	\$0
Dynamic Discs					\$0
Fence Purchase					\$0
Miscellaneous	\$12,750	\$0		\$7,795	(\$7,795)
Special Projects		\$609,512	\$0		\$0
Outstanding PO's	\$12,870			\$0	
TOTAL EXPENDITURES	\$524,995	\$1,238,262	\$503,750	\$576,545	(\$72,795)
Ending Cash Balance	\$649,122	(\$5,000)	\$636,512	\$462,780	\$216,792
Transient Guest Tax Receipts	2018	2019	2020	2021	2022
1ST QUARTER-JANUARY	\$149,499.38	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75
2ND QUARTER-APRIL	\$127,440.51	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80
3RD QUARTER-JULY	\$213,098.04	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58
4TH QUARTER-OCTOBER	\$200,537.74	\$207,822.11	\$151,949.08	\$200,102.99	
TOTAL	\$690,575.67	\$713,538.10	\$558,700.30	\$634,077.46	\$552,576.13

City of Emporia, Kansas

Industrial Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	18,767	19,899	19,899	19,923	0
REVENUE					
Ad Valorem Property Tax	999	1,000	950	1,037	(87)
Back Tax Collections	19	21	11	21	(10)
Motor Vehicle Tax	139	114	66	47	19
Ad Valorem Tax Reduction	(12)	(16)	(12)	(11)	(1)
Interest on Investment	11	12	7	18	(11)
Miscellaneous					
TOTAL RECEIPTS	1,156	1,131	1,022	1,113	(91)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	99		99
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,845			0
TOTAL EXPENDITURES	0	21,030	99	0	99
Ending Cash Balance	19,923	0	20,822	21,036	(190)

Industrial Development Sales Tax

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$442,855	\$253,102	\$253,102	\$247,080	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$539,583	\$539,581	\$2
Interest Income	\$231	\$250	\$147	\$98	\$49
Money for Land Purchases	\$1,000,000	\$0		\$0	\$0
REG Repayment		\$0			\$0
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$1,925,231	\$925,250	\$539,730	\$539,679	\$52
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$175,000	\$175,000	\$0
Emporia Enterprises	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Miscellaneous	\$99	\$0		\$0	\$0
Land Purchase for Industr	\$200,000	\$0	\$0	\$0	\$0
Land Purchase	\$1,000,000	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0			\$0
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
REG Demolition	\$195,906	\$0	\$0	\$0	\$0
Water Valves					\$0
Special Projects		\$453,352	\$0	\$120,941	(\$120,941)
Total Expenses	\$2,121,005	\$1,178,352	\$550,000	\$670,941	(\$120,941)
Ending Cash Balance	\$247,080	\$0	\$242,832	\$115,818	\$120,993

Special Alcohol Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	73,443	77,967	77,967	89,340	0
REVENUE					
Private Club Liquor Tax	86,358	80,000	40,000	46,105	(6,105)
Interest on Investment	40	25	14	74	(60)
TOTAL RECEIPTS	86,397	80,025	40,014	46,179	(6,165)
EXPENDITURES					
Appropriations	70,500	86,750	43,374	46,750	(3,376)
Special Projects		71,242	0		0
TOTAL EXPENDITURES	70,500	157,992	43,374	46,750	(3,376)
Ending Cash Balance	89,340	0	74,607	88,769	(2,789)

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

	2018	2019	2020	2021	2022
Receipts					
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09
2ND QUARTER - JUNE	\$26,757.14	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.01	\$25,844.73	
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.52	\$14,069.40	\$24,664.21	
TOTAL	\$92,876.19	\$102,449.83	\$66,237.79	\$86,357.76	\$46,105.28

Special Park Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$117,929	\$132,234	\$132,234	\$188,630	\$0
REVENUE					
Private Club Liquor Tax	\$86,358	\$80,000	\$40,000	\$46,105	(\$6,105)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$4,266	\$0		\$0	\$0
Interest on Investment	\$77	\$40	\$21	\$144	(\$123)
TOTAL RECEIPTS	\$90,701	\$80,040	\$40,021	\$46,249	(\$6,228)
EXPENDITURES					
Capital Outlay	\$60,513	\$82,500	\$82,500	\$11,990	\$70,510
Municipal Band Allocation		\$10,000	\$10,000	\$10,000	\$0
Miscellaneous					\$0
Commodities		\$0		\$14,330	(\$14,330)
Contractual Services	\$20,000	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account					\$0
Outstanding PO's	-\$60,513			\$72,811	
Special Projects		\$119,774	\$0		\$0
TOTAL EXPENDITURES	\$20,000	\$212,274	\$92,500	\$109,131	\$56,180
Ending Cash Balance	\$188,630	\$0	\$79,755	\$125,748	(\$62,408)

Receipts	2018	2019	2020	2021	2022
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10
2ND QUARTER - JUNE	\$26,757.13	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.00	\$25,844.73	
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.53	\$14,069.39	\$24,664.03	
TOTAL	\$92,876.18	\$102,449.84	\$67,237.76	\$86,357.57	\$46,105.29

Capital Items	Budget Amount	Purchase Price
Park	\$70,000.00	\$0.00
	70,000.00	0.00

11 Foot Rotary Mower (2012)

Special Street Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	546,748	496,206	496,206	517,459	
REVENUE					
Gasoline Tax	712,575	632,540	490,000	490,724	(724)
Special City-County Tax	85,230	74,826	40,000	38,116	1,885
Damages	9,118	0		14,078	(14,078)
Interest on Investment	341	200	119	454	(335)
Transfer of Funds		0			0
Sale of Salvage	294			33	(33)
Miscellaneous	8,072	0		0	0
TOTAL RECEIPTS	815,630	707,566	530,119	543,405	(13,286)
EXPENDITURES					
Personnel Services	571,835	509,116	294,016	352,472	(58,456)
Vacancy		(9,583)			0
Maintenance & Repair	64,519	86,240	50,309	60,346	(10,037)
Commodities	98,958	120,250	70,140	65,602	4,538
Other Charges	38,711	45,600	35,350	33,661	1,689
Capital Outlay		0			0
Transfer of Funds	15,403	0		0	0
Utilities	22,042	30,050	17,528	17,943	(415)
Communications	1,584	2,200	1,281	962	319
Training & Travel	2,567	4,300	2,506	7,000	(4,494)
Contractual Services	29,585	37,300	21,756	24,676	(2,920)
Special Projects	0	378,299	0	0	0
Audit Adjustments	3,117			0	0
Outstanding PO's	(3,403)			0	0
TOTAL EXPENDITURES	844,918	1,203,772	492,886	562,663	(69,777)
Net Change in Cash	(29,289)	(496,206)	37,233	(19,258)	
Ending Cash Balance	517,459	0	533,439	498,201	
Receipts	2018	2019	2020	2021	2022
1st Quarter - Jan Payment	\$169,274.62	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74
2nd Quarter - April Payment	\$156,526.16	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42
Extra Payment- June				\$54,671.53	
3rd Quarter - July Payment	\$171,880.23	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14
4th Quarter - Oct Payment	\$176,248.57	\$177,741.69	\$164,712.37	\$174,419.30	
Total	\$673,929.58	\$677,776.22	\$642,215.39	\$712,574.60	\$490,724.30

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$68,301	\$72,327	\$72,327	\$69,300	
REVENUE					
Receipts from Drug Forfeitures	\$4,115	\$5,000	\$2,919	\$50,854	(47,935)
Interest on Investment	\$41	\$25	\$14	\$68	(54)
Miscellaneous					
TOTAL RECEIPTS	\$4,156	\$5,025	\$2,933	\$50,923	(47,990)
EXPENDITURES					
Commodities	\$26,075	\$5,000	\$2,919	\$46,527	(43,608)
Capital Outlay		\$0			-
Communications	\$345	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$3,459	(3,459)
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$11,895	(11,895)
Outstanding PO's	-\$23,264			\$0	
Special Projects		\$72,352	\$0		
TOTAL EXPENDITURES	\$3,157	\$77,352	\$2,919	\$61,880	(58,961)
Ending Cash Balance	\$69,300	\$0	\$72,341	\$58,343	

City of Emporia, Kansas

Bond & Interest Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$883,335	\$1,328,355	\$1,328,355	\$1,340,015	\$0
REVENUE					
Ad Valorem Property Tax	\$1,666,109	\$1,787,969	\$1,685,000	\$1,726,975	(41,975)
Back Tax Collection	\$30,394	\$40,000	\$22,000	\$34,547	(12,547)
Special Assessments	\$115,984	\$78,252	\$78,252	\$79,440	(1,188)
Motor Vehicle Tax	\$207,641	\$191,884	\$86,000	\$78,280	7,720
Ad Valorem Tax Reduction	-\$20,142	-\$20,000	-\$20,000	-\$18,612	(1,388)
Interest on Investment	\$951	\$700	\$406	\$2,472	(2,066)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvem	\$49,050	\$47,700	\$1,350	\$1,350	0
Recreation Center - Fitness Room	\$50,220	\$50,960	\$3,480	\$3,480	0
Industrial Land Payment - Ind Sales Tax		\$0			0
Sale of Bonds		\$0			0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous		\$0		\$31	(31)
Transfer of Funds from Project Accounts		\$0			0
TOTAL RECEIPTS	\$2,100,206	\$2,177,465	\$1,856,488	\$1,907,962	
EXPENDITURES					
Principal	\$1,410,000	\$1,758,506	\$0		0
Interest Coupons	\$233,526	\$204,500	\$102,250	\$102,250	0
Transfer of funds					
Misc projects		\$1,542,814	\$0		
TOTAL EXPENDITURES	\$1,643,526	\$3,505,820	\$102,250	\$102,250	0
Ending Cash Balance	\$1,340,015	\$0	\$3,082,593	\$3,145,727	

City of Emporia, Kansas

Water Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,814,941	3,246,622	1,676,012	3,734,234	0
REVENUE					
Sale of Water	7,009,923	6,588,000	3,843,000	3,759,627	83,373
Service Charge	113,879	100,000	49,581	55,376	(5,795)
Penalties	90,357	85,000	58,331	62,457	(4,126)
Sale of Salvage		0			0
Reimbursed Expense	24,076	2,000	1,169	6,727	(5,558)
Interest on Investment	2,176	1,300	756	4,122	(3,366)
Sale of Bonds		0			0
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	911,242			1,271,594	(1,271,594)
Non Operating Revenue	0	0		0	0
Miscellaneous	1,123	1,350	784	2,668	(1,884)
TOTAL RECEIPTS	8,502,776	7,127,650	4,303,621	5,512,569	(1,208,948)
EXPENDITURES					
Personnel Services	967,937	935,665	538,605	553,413	(14,808)
Vacancy		(20,384)			0
Maintenance & Repair	832,844	644,550	341,348	641,233	(299,885)
Commodities	1,176,555	903,000	860,095	884,075	(23,980)
Other Charges	179,576	217,070	15,148	46,039	(30,891)
Capital Outlay	107,207	555,000	555,000	101,960	453,040
Debt Payment	1,481,772	2,464,403	2,534,152	2,197,129	337,023
Stock	672	5,000	2,919	(2,813)	5,732
Transfer to Project Account	953,933	0		1,275,394	(1,275,394)
Utilities	530,136	502,850	293,328	373,381	(80,053)
Communications	28,434	45,100	26,313	18,176	8,137
Travel & Training	11,606	13,450	7,847	10,786	(2,939)
Contractual Services	624,152	585,700	291,930	551,644	(259,714)
Administrative Fee 16%, 17%	1,155,328	1,083,680	722,456	721,371	1,085
Excess Carryover		0			
Change in Liabilities	20,659	0		(361,539)	361,539
Outstanding PO's	(487,328)				
TOTAL EXPENDITURES	7,583,483	7,935,084	6,189,141	7,010,248	(821,107)
NET CHANGE IN CASH	919,294	(807,434)	(1,885,520)	(1,497,679)	(387,841)
ENDING CASH BALANCE	3,734,234	2,439,188	(209,508)	2,236,555	
Principal Bond Payments	(1,155,000)	(2,005,283)	(2,005,283)	(2,005,283)	
Depreciation	1,399,907	1,365,000	910,000	840,075	
Capitalized Assets	(4,498,277)	(555,000)	0	59,525	
Liabilities					
ADJUSTMENTS	(4,253,370)	(1,195,283)	(1,095,283)	(1,105,683)	
Base for reserve calculation	6,522,344	7,380,084	5,634,141	5,632,895	
20% reserve amount	1,304,469	1,476,017	1,126,828	1,126,579	
Amount over 20% reserve	2,429,766	963,171	(1,336,336)	1,109,976	

Wastewater Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,616,764	2,302,873	2,010,106	2,351,302	
REVENUE					
Sales/Charges	5,604,381	5,530,808	3,226,300	3,481,832	(255,532)
Extra Strength Surcharge	123,584	75,900	44,268	92,959	(48,691)
Interest on Investment	1,708	1,000	581	2,643	(2,062)
New System taps	1,300	1,000	581	200	827
Loss on sales of assets	0			0	
Trf to projects	349,769	0		0	0
Sale of Bonds					0
Miscellaneous	39,990	1,000	581	9,263	(8,682)
TOTAL RECEIPTS	6,120,732	5,609,708	3,272,311	3,586,898	(314,142)
EXPENDITURES					
Personnel Services	841,257	939,942	542,097	574,017	(31,920)
Vacancy	0	(16,218)		0	0
Maintenance & Repair	444,900	298,250	173,985	583,697	(409,712)
Commodities	220,944	156,000	132,662	248,135	(115,473)
Other Charges	153,916	185,100	(30,781)	139,622	(170,403)
Capital Outlay	56,245	480,000	480,000	34,563	445,437
Debt Payment	2,562,638	2,830,993	2,844,814	2,238,926	605,888
Transfer to Project fund	617,004	0	0	0	0
Utilities	549,126	521,500	304,206	351,318	(47,112)
Communications	22,222	28,350	9,541	13,509	(3,968)
Travel & Training	4,069	6,600	3,850	7,563	(3,713)
Contractual Services	302,876	267,450	108,831	276,635	(167,804)
Administrative Fee 16%, 17%	610,000	610,000	406,664	406,666	(2)
Excess Carryover		0	0		
Change in Liabilities	996	0		(273,010)	273,010
Outstanding PO's	0				
TOTAL EXPENDITURES	6,386,194	6,307,967	4,975,869	4,601,642	374,227
NET CHANGE IN CASH	(265,462)	(698,259)	(1,703,558)	(1,014,744)	(688,369)
ENDING CASH BALANCE	2,351,302	1,604,614	306,548	1,336,559	
Depreciation	2,014,563	2,035,205	1,356,808	1,216,856	
Principal Bond Payments	(1,981,720)	(1,945,299)	(1,945,299)	(1,945,299)	
Capitalized Assets	(429,599)	(195,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(396,756)	(105,094)	(588,491)	(728,443)	
Base for reserve calculation	5,712,944	5,827,967	4,495,869	4,567,078	
20% Cash Reserve amount	1,142,589	1,165,593	899,174	913,416	
Amount over 20% Cash Reserve	1,208,713	439,021	(592,626)	423,143	

Solid Waste Fund

as of July 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - July Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,853,256	3,428,906	2,441,855	4,002,114	
REVENUE					
Refuse Collection Fees	2,964,876	2,850,000	1,662,500	1,730,969	(68,469)
Loss on Sale of Assets		0			0
Interest on Investments	2,276	1,500	875	3,833	(2,958)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	181,252	70,000	40,831	139,725	(98,894)
Box Container Fees	1,936,847	1,700,713	992,082	1,160,189	(168,107)
Landfill Fees	537,818	515,000	300,419	306,880	(6,461)
Transfers		0			0
Miscellaneous	18,999	4,768	294	594	(300)
TOTAL RECEIPTS	5,642,068	5,141,981	2,997,001	3,342,191	(345,190)
EXPENDITURES					
Personnel Services	1,856,088	1,951,426	1,127,079	1,120,524	6,555
Vacancy		(37,124)			0
Maintenance & Repair	283,052	268,500	156,618	158,058	(1,440)
Commodities	330,432	279,500	163,065	235,867	(72,802)
Other Charges	59,078	195,230	83,228	73,914	9,314
Capital Outlay	481,908	648,250	648,250	483,316	164,934
Utilities	41,521	49,850	29,071	29,264	(193)
Communications	37,874	41,500	24,206	26,966	(2,760)
Transfer to project		0			0
Travel & Training	1,607	8,750	5,110	2,524	2,586
Contractual Services	1,428,981	1,743,600	953,226	956,342	(3,116)
Administrative Fee 16%, 17%	870,040	810,514	540,344	586,530	(46,186)
Excess Carryover		0			
Change in Liabilities	102,630	0		49,833	(49,833)
Outstanding PO's	0				
TOTAL EXPENDITURES	5,493,210	5,959,996	3,730,197	3,723,140	7,057
NET CHANGE IN CASH	148,859	(818,015)	(733,196)	(380,949)	(352,247)
ENDING CASH BALANCE	4,002,114	2,610,891	1,708,659	3,621,165	
Principal Payments	0	0	0	0	
Depreciation	392,526	375,000	250,000	253,635	
Capitalized Assets	(467,157)	(618,250)	0	(6,433)	
Change in Liabilities		0			
ADJUSTMENTS	(74,630)	(243,250)	250,000	247,202	
Base for reserve calculation	5,011,302	5,311,746	3,081,947	3,239,824	
20% cash reserve amount	1,002,260	1,062,349	616,389	647,965	
Amount over 20% Cash Reserve	2,999,854	1,548,542	1,092,270	2,973,200	

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

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						12,817,583	13,589,293	
COMMISSION/MANAGER/CLERK	4,282,246	724,988.20	3,557,258	17%	19.19%	2,460,276	2,608,402	1,883,414
FINANCE/HUMAN RESOURCES	441,186	205,235.95	235,950	47%	1.98%	253,474	268,735	63,499
INFORMATION SYSTEMS	333,501	208,243.70	125,257	62%	1.49%	191,606	203,142	(5,102)
POLICE PROTECTION	4,353,087	2,201,621.16	2,151,466	51%	19.51%	2,500,976	2,651,553	449,932
ANIMAL CONTROL	207,248	84,362.00	122,886	41%	0.93%	119,070	126,239	41,877
FIRE PROTECTION	2,923,943	1,554,359.70	1,369,583	53%	13.11%	1,679,891	1,781,032	226,673
AMBULANCE SERVICE	3,357,400	1,677,816.90	1,679,583	50%	15.05%	1,928,925	2,045,060	367,243
CODE SERVICES	465,806	293,351.64	172,454	63%	2.09%	267,619	283,732	(9,620)
COMMUNITY DEVELOPMENT	362,938	183,809.09	179,129	51%	1.63%	208,519	221,073	37,264
COURT SERVICES	605,905	305,878.70	300,026	50%	2.72%	348,110	369,069	63,190
ENGINEERING	491,638	239,475.94	252,162	49%	2.20%	282,460	299,467	59,991
STREET MAINTENANCE	0	0.00	0	#DIV/0!	0.00%	0	0	0
SNOW REMOVAL	58,000	34,291.50	23,709	59%	0.26%	33,323	35,329	1,037
GOLF COURSE MAINTENANCE	452,827	310,522.30	142,305	69%	2.03%	260,162	275,826	(34,696)
GOLF SHOP	320,713	209,339.35	111,374	65%	1.44%	184,259	195,353	(13,987)
PARK	1,016,913	492,269.83	524,643	48%	4.56%	584,246	619,422	127,152
AQUATIC CENTER	159,700	42,198.78	117,501	26%	0.72%	91,752	97,276	55,078
ZOO	594,866	375,341.89	219,524	63%	2.67%	341,768	362,345	(12,997)
CIVIC BUILDING OPERATIONS	852,311	411,692.91	440,618	48%	3.82%	489,678	519,160	107,467
LIBRARY MAINTENANCE	70,435	55,406.91	15,028	79%	0.32%	40,467	42,903	(12,504)
GROUNDS MAINTENANCE	101,381	31,240.54	70,140	31%	0.45%	0	61,753	30,513
CONCESSION STAND	78,201	40,577.22	37,624	52%	0.35%	44,929	47,634	7,057
SHOP MAINTENANCE	115,389	23,975.07	91,414	21%	0.52%	66,294	70,286	46,311
STREET LIGHTING	335,000	176,875.41	158,125	53%		0	0	
MISC APPROPRIATIONS	92,950	69,798.75	23,151	75%		0	0	
AIRPORT	634,977	438,049	196,928	69%	2.85%	364,813	386,777	(51,272)
PARKING FACILITY	29,100	5,148	23,952	18%	0.13%	16,719	17,725	12,578
TRANSERS	3,548,107	2,292,920	1,255,187	65%		0	0	
CONTINGENCY	-258,532		(258,532)	0%		0	0	0
GENERAL FUND	26,027,236	12,688,791	13,338,445	49%	100.00%	12,759,336	13,589,293	
	22,309,711							

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

	2022 AMENDED BUDGET	2022 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,464,403	191,846	2,272,557	8%
ADMINISTRATION	3,461,067	869,406	2,591,661	25%
WATER MAINTENANCE	1,379,672	2,327,391	(947,719)	169%
WATER PLANT	3,434,942	2,880,273	554,669	84%
WATER STOCK	5,000	(2,813)	7,813	-56%
	<u>10,745,084</u>	<u>6,266,104</u>	<u>4,478,980</u>	<u>2</u>

Capital Outlay

Water Distribution	\$50,000		Replace 1 Ton truck w Auto Crane (split with Sewer)
Water Distribution	\$15,000		1/2 Ton Pickup (2001) Split with Sewer
Water Distribution	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Sewer)
Water Plant	\$30,000	24,850	4 SCBA Units, Cylinders and face masks
Water Plant	\$400,000		Clarifier Upgrade or Water Plant Evaluation
	<u>555,000</u>	<u>24,850</u>	

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

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,830,993	293,627	2,537,366	10%
ADMINISTRATION	1,908,109	579,535	1,328,574	30%
SEWER MAINTENANCE	1,295,037	1,186,463	108,574	92%
SEWER PLANT	2,849,033	2,086,584	762,449	73%
	<u>8,883,172</u>	<u>4,146,209</u>	<u>4,736,963</u>	<u>2</u>
Capital Outlay				
Sewer Maintenance	\$50,000		Replace 1 Ton truck w Auto Crane (split with Water)	
Sewer Maintenance	\$80,000	32,612	Replace Lift Station #3	
Sewer Maintenance	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Water)	
Sewer Maintenance	\$15,000		1/2 Ton Pickup (2001) Split with Water	
Waste Water Plant	\$25,000		Replace John Deere Gator (2013)	
Waste Water Plant	\$50,000		Replace metal siding/roof on storage building	
Waste Water Plant	\$20,000		John Deere 725 Mower (2004)	
	<u>300,000</u>	<u>32,612</u>		

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

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,013,208	765,510	2,247,698	25%
COLLECTIONS	2,375,745	1,748,932	626,813	74%
TRANSFER STATION	1,611,435	1,129,401	482,034	70%
RECYCLING CENTER	716,358	276,667	439,691	39%
	<u>7,716,746</u>	<u>3,920,509</u>	<u>3,796,237</u>	<u>2</u>
Capital Outlay				
Collections	\$200,000	228,107	Roll-Off Truck replacement (2011)	
Collections	\$165,000		Grapple Truck with Dump Bed	
Recycling Center	\$24,250		Skid Mounted Litter Vacuum	
Recycling Center	\$44,000		1 ton pickup, dual wheels, regular cab (2012)	
Transfer Station	\$65,000		Design & Preliminary Work for Revisions to tipping box an	
Transfer Station	\$150,000		Tandem Axle Dump truck (1992)	
	<u>\$648,250</u>	<u>228,107</u>		

COMMISSION MEETING

11:00 A.M.

AUGUST 3, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, August 3, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, and Sauder present. Commissioner Harter was present via phone. Also present were City Manager Cocking, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

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

Chuck Torres, 203 Anderson Olpe, Kansas, was recognized and addressed the Governing Body. Mr. Torres stated he was running for House of Representative as a candidate in the 76th District, which covers a portion of Emporia. He stated he was looking forward to putting in the hard work as a candidate.

No other comments were made at this time.

**CITY COMMISSION
(Board Appointment)**

Natural Resources Advisory Board:

It was moved by Commissioner Sauder seconded by Commissioner Giefer that Nadia Qureshi be appointed to the Natural Resources Advisory Board (NRAB) to fill an unexpired term that expires December 31, 2022. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Smith, aye.

PAVING
(KDOT CCLIP Surface Preservation Project)
(US-50 Hwy - 6th Ave. From Prairie St. To Neosho St.)
(Project No. PV2201 & KDOT Project No. 56 U-2390-01)
(Bid)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City entered into an agreement with KDOT Bureau of Local Projects for this project. The agreement stated that KDOT will fund 90% of total actual costs of construction and construction engineering not to exceed \$300,000. The City will be responsible for 10% of total actual costs of construction and construction engineering after the Secretary's funding limit is reached, 100% of the cost of preliminary engineering, right of way, utility adjustments and 100% of non-participating costs.

BID TABULATION KDOT CCLIP PROJECT

Contractor	Bid
Bettis Asphalt	\$686,636.90
APAC-Kansas	\$783,007.88
Killough Construction	\$717,953.00
Engineer's Estimate	\$690,258.20

He stated staff is recommending to award the bid to Killough Construction in the amount of \$717,953.00, subject to KDOT Local Projects concurrence. Killough Construction can start the project within the contract start times. He stated the lowest bidder, Bettis Asphalt, submitted an unresponsive bid in which they could not start the project until the project would be in liquidated damages and would not finish the project until Spring of 2023. He stated the City's Share will be paid for from the Multi-Year Fund.

Follow further discussion, Commissioner Brinkman made a motion to award the bid for the KDOT CCLIP Surface Preservation Project Bid, Project No. PV2201 to Killough Construction in the amount of \$717,953.00, subject to KDOT approval. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner

Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Consent Agenda

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

- a. Consider minutes of the Regular Meeting held on July 20, 2022.
- b. Consider ratification of Payroll Ordinances for the period ending on July 15, 2022.
- c. Set Bid Date & Time for Zoo Education Parking Lot Improvements Project No. Z02102.

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

CITY COMMISSION (City Manager's Report)

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

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

Tentative Agenda for August 17, 2022, 11:00 a.m.

- Award Bid 18th Avenue and County Road.
- Award South Arundel Sanitary Sewer Project SS1903.
- Ordinance for Bond Authorization for Flint Hills Crossing Improvements, Water Sewer and Street.
- Flint Hills Crossing Memorandum of Understanding (MOU).
- Charter Ordinance to raise Bonding Authority.
- Consider Approval of Minor Plat for Kwik Shop Addition.
- Approve 2022 49th Edition of Standard Traffic Ordinance.

Study Session:

- Update on Health Insurance
- Discuss Purchasing Policy.

- Establishing Storm Water Utility Fee.
- Discuss Uniform Public Offense Code (UPOC).
- Continued Budget Discussion.

**CITY COMMISSION
(Public Comment)**

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

EXECUTIVE SESSION

Commissioner Brinkman made a motion to adjourn into Executive Session to discuss proprietary information of third parties for potential economic development projects and to invite Special Projects Manager Jim Witt, from 11:14 a.m. to 11:24 a.m., in the City Commission Meeting Room. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 11:24 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 Sauder then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: August 17, 2022

ITEM NUMBER:

SUBJECT: Request to Set Date for Notice of Hearing to Exceed Revenue Neutral Rate and 2023 Budget Hearing.

RECOMMENDATION: Approve Notice of Hearing to Exceed Revenue Neutral Rate and 2023 Budget Hearing Date

BACKGROUND SUMMARY

The Commission needs to set the date for a public hearing to be held to Exceed Revenue Neutral Rate and for the 2023 Budget. City Staff recommends September 7, 2022.

The Notice of Hearing to Exceed Revenue Neutral Rate and 2023 budget hearing will be published in the Emporia Gazette 10 days prior to the budget hearing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ BRINKMAN _____ SMITH _____

Commission Action Report

Title: Lift Station #1 Supplemental Agreement No.3

Proposed Agenda Date: August 17, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

Staff would like to add a rotating screen and an active odor control system to lift station #1 into the design. The rotating screen would help protect the pumps, extending the life, and help cut down on lift station cleaning and maintenance. The active odor control system would help eliminate the compounds that cause odors in the lift station and help protect the concrete structures, extending the life. The addition of active odor control in the lift station would also help reduce the buildup of grease in the wetwell by breaking down and not allowing the grease to clog the system downstream. The estimated cost of lift station #1 is \$2,450,000.00, with the additional equipment.

DISCUSSION:

Staff would like to amend the current design contract to include both the rotating screen and the active odor control.

FINANCIAL CONSIDERATIONS:

The cost to add the rotating screen and the active odor control into the design of lift station #1 is \$39,000.00, bringing the total cost for design to \$161,750.00

OTHER CONSIDERATIONS:

Enter Information Regarding Other Considerations-to include financial and/or legal or N/A

RECOMMENDED ACTION:

Approve Supplemental Agreement No. 3 with BG Consultants for \$39,000.00.

ATTACHMENTS:

Supplemental Agreement No. 3

**Supplemental Agreement No. 3
to
Engineering Services Agreement
Between
City of Emporia, KS and BG Consultants, Inc.
for
20-1235E City of Emporia Lift Stations 1, 2 & 15 Rehabilitation and Replacement
Improvements
Preliminary Engineering Services**

The purpose of this Supplement No. 3 is to define additional professional services requested by the **City of Emporia**, hereinafter called the CLIENT, to be provided by **BG Consultants**, hereinafter called the CONSULTANT. This agreement is a supplement to the **City of Emporia Lift Stations 1, 2 & 15 Rehabilitation and Replacement Improvements AND BG CONSULTANTS, DATED May 8, 2020.**

SECTION I – SCOPE OF SERVICES

Under the terms of Supplement No. 3, the CLIENT and CONSULTANT agree to modify the scope of services for the Lift Station No. 1 portion of the contract only to include additional professional services described as follows:

1. Preliminary Engineering
 - a. Design mechanical screen, screenings processing and privacy cover.
 - b. Design replacement of existing Carbon Adsorption odor control equipment with mechanical odor control treatment processes.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, paragraph 1, the CLIENT agrees to pay the CONSULTANT a lump sum fee of \$39,000.00 Dollars. Furthermore, all billings will be made on a monthly basis for the prior month's work.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 3, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 3 on this _____ day of _____, 2022.

City of Emporia, KS
CLIENT

By _____

Title _____

Date _____

BG Consultants, Inc.
CONSULTANT

By _____
Bruce Boettcher, P.E.

Title Vice President

Date _____



Commission Action Report

Title: Consider Accepting a \$30,000 Emergency Solutions Grant from the Kansas Housing Resources Corporation.

Proposed Agenda Date: August 17, 2022

Presented By: Jeff Lynch, Community Development Coordinator

BACKGROUND:

This grant will provide funding to assist a local women's shelter, SOS, Inc. primarily to deliver needed essential services such as case management, counseling, and assistance in obtaining permanent housing for their clients.

DISCUSSION:

The City has administered this type of grant for many years, providing financial assistance to our local homeless service agencies, including SOS, Inc. The City fulfills the role of a pass-thru grant recipient, administering and disbursing funding at the local level.

FINANCIAL CONSIDERATIONS:

In serving in the role of a pass-thru grant recipient, the City qualifies for some administrative funding (\$811) to offset costs of staff and materials.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recommend acceptance of the grant.

ATTACHMENTS:

Documents needing Mayor signatures, including ESG Contract, Grant Award Conditions Agreement, Faith-Based Agency Certification, and other related documents as required.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Mayor

8/17/2022

Signature and Title

Date

Grant Award Conditions

Kansas ESG Program

1. All ESG Sub Recipients must have signed the “Certification of Local Approval for Nonprofit Organizations” and the, “Local Unit of Government Emergency Solutions Grant Program ESG FY2022 Certifications” contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the “Notification of Grant Sub Award” and “Budget Itemization”. Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State’s grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the “Notification of Grant Sub Award” and “Budget Itemization.”
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State’s Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, 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, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.

9. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
10. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
11. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.

Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC’s convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to

it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

15. Sub Recipient will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to 2 years after their employment ends, won't financially gain from the funding received through KHRC.

Signature

8/17/2022

Date

Mayor

Title

ESG – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Emporia
Name of Sub Award:	SOS, Inc.

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	☐ ☐ ☒ Yes No N/A
---	--

Signature of Sub Recipient Official: _____

Date: 8/17/2022



U.S. Department of Housing and Urban Development
Great Plains Regional Office – Region VII
400 State Avenue, Room 200
Kansas City, KS 66101-2406

PROJECT NAME: Emporia ESG 2022

ERR FILE #: ESG 2022 Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

() No. Cite or attach Source Document: Runway site plan- Lochner, 7/20/2017

(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtml>

(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT *[Flood Disaster*

Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

() No. Cite or attach Source Document: Firmette Panel #20111CO237E

(Proceed with project.)

() Yes. Cite or attach Source Document: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Becky Smith, Mayor

8/17/2022

Responsible Entity Official: Signature / Name / Title /Date

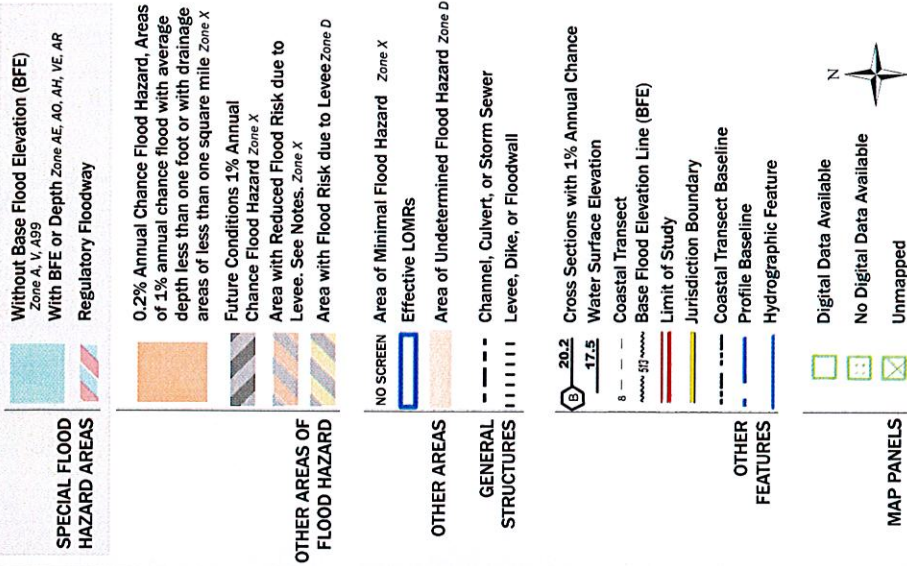
National Flood Hazard Layer FIRMette

96°12'14"W 38°24'59"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/3/2022 at 3:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

ITEM	DESCRIPTION	LATITUDE	LONGITUDE	MSL. ELEV.	AGL. ELEV.	PENETRATION	SURFACE	FAA SURVEY NO.	DISPOSITION
1	TOWER	N39°29'13.00"	W95°12'52.00"	125.00 FEET	92 FEET	NONE	NATURAL	115AC226205000	1/30/14
2	TOWER	N39°13'51.00"	W95°13'51.00"	142.00 FEET	242.00 FEET	30 FEET	CONCRETE	208AC210361000	11/1/2009
3	TOWER	N39°17'17.00"	W95°13'51.00"	140.00 FEET	300 FEET	8 FEET	CONCRETE	208AC210361100	11/1/2009



Commission Action Report

Title: Informational Items

Proposed Agenda Date: August 17, 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 September 7, 2022 meetings.

Commission Meeting:

- Public Hearing for Revenue Neutral Rate.
- Public Hearing for 2023 Budget.
- Approval of the 2023 and 5-Year Budget.

Study Session:

- Discuss Ordinance Cross Connection/Online Backflow Management System.
- Discuss Revision of Human Relations Commission Ordinance.
- Discuss Purchasing Policy.
- Uniform Public Offense Code.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

N/A

Study Session Report

Title: Health Insurance Update

Proposed Agenda Date: 08/17/2022

Presented By: Jo Lynne Herron, Dir HR via Jennifer Kurth, Brown & Brown

BACKGROUND:

Annual update on our health insurance plan and projections for the upcoming plan year.

DISCUSSION:

n/a

FINANCIAL CONSIDERATIONS:

n/a

OTHER CONSIDERATIONS:

n/a

RECOMMENDED ACTION:

This item is informational.

ATTACHMENTS:

n/a

City of Emporia
South Arundel Interceptor Sewer Mitigation
BG Project No. 20-1356E
Engineer's Opinion of Probably Cost
August 9th, 2022

BASE BID						Smoky Hill		Middlecreek		BRB	
No	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	LS	\$ 60,000	\$ 60,000.00	223150	\$ 223,150.00	120000	\$ 120,000.00	109500	\$ 109,500.00
2	Clearing and Grubbing	1	LS	\$ 55,000	\$ 55,000.00	145425	\$ 145,425.00	280000	\$ 280,000.00	141000	\$ 141,000.00
3	Seed (Shade Mix) and Fertilize	1	LS	\$ 6,000	\$ 6,000.00	13000	\$ 13,000.00	7000	\$ 7,000.00	6225	\$ 6,225.00
4	Sewer Bypass Pumping, CIP	1	LS	\$ 35,000	\$ 35,000.00	93575	\$ 93,575.00	44000	\$ 44,000.00	91550	\$ 91,550.00
5	Connect to Existing	2	LS	\$ 3,000	\$ 6,000.00	20500	\$ 41,000.00	4356	\$ 8,712.00	3750	\$ 7,500.00
6	36" Diameter Gravity DIP	167	LF	\$ 400	\$ 66,800.00	640	\$ 106,880.00	690	\$ 115,230.00	1147	\$ 191,549.00
7	48" Diameter Gravity	1,041	LF	\$ 480	\$ 499,680.00	622	\$ 647,502.00	538	\$ 560,058.00	1036	\$ 1,078,476.00
8	Existing System Connection	2	Each	\$ 3,000	\$ 6,000.00	8490	\$ 16,980.00	16000	\$ 32,000.00	3750	\$ 7,500.00
9	6' Diameter Standard MH (6' Depth)	1	Each	\$ 11,000	\$ 11,000.00	16900	\$ 16,900.00	19000	\$ 19,000.00	14175	\$ 14,175.00
10	6' Diameter Extra VF	2	Each	\$ 1,200	\$ 2,400.00	845	\$ 1,690.00	1200	\$ 2,400.00	337	\$ 674.00
11	7' Diameter Standard MH (6' Depth)	4	Each	\$ 12,400	\$ 49,600.00	17500	\$ 70,000.00	21000	\$ 84,000.00	14800	\$ 59,200.00
12	7' Diameter Extra VF	28	Each	\$ 1,400	\$ 39,200.00	645	\$ 18,060.00	1400	\$ 39,200.00	420	\$ 11,760.00
13	8' Diameter Standard MH (10' Depth)	2	Each	\$ 14,000	\$ 28,000.00	24725	\$ 49,450.00	28000	\$ 56,000.00	18925	\$ 37,850.00
14	4' Diameter Extra VF, Above 8' Diameter MH	19	Each	\$ 1,550	\$ 29,450.00	350	\$ 6,650.00	1700	\$ 32,300.00	420	\$ 7,980.00
15	HDPE Vertical Manhole Lining										
a	4 Ft Manhole Lining (HDPE)	19	Vert. Ft.	\$ 400	\$ 7,600.00	586.5	\$ 11,143.50	1100	\$ 20,900.00	460	\$ 8,740.00
b	6 Ft Manhole Lining (HDPE)	8	Vert. Ft.	\$ 410	\$ 3,280.00	734.5	\$ 5,876.00	1200	\$ 9,600.00	460	\$ 3,680.00
c	7 Ft Manhole Lining (HDPE)	52	Vert. Ft.	\$ 430	\$ 22,360.00	790.5	\$ 41,106.00	1400	\$ 72,800.00	460	\$ 23,920.00
d	8 Ft Manhole Lining (HDPE)	20	Vert. Ft.	\$ 450	\$ 9,000.00	830.5	\$ 16,610.00	2000	\$ 40,000.00	460	\$ 9,200.00
e	MH #7 Lining (HDPE), CIP	1	LS	\$ 9,000	\$ 9,000.00	17200	\$ 17,200.00	12000	\$ 12,000.00	6900	\$ 6,900.00
16	Manhole #7, CIP	1	LS	\$ 35,000	\$ 35,000.00	36600	\$ 36,600.00	30000	\$ 30,000.00	24750	\$ 24,750.00
17	Flowable Fill	761	CY	\$ 140	\$ 106,540.00	155.5	\$ 118,335.50	97	\$ 73,817.00	144	\$ 109,584.00
18	MH #2 - EX MH #21 Connection, CIP	1	LS	\$ 6,000	\$ 6,000.00	4200	\$ 4,200.00	54000	\$ 54,000.00	13125	\$ 13,125.00
19	Removal of Existing Aerial, CIP	2	LS	\$ 17,500	\$ 35,000.00	6500	\$ 13,000.00	12000	\$ 24,000.00	20475	\$ 40,950.00
20	Bank Stabilization (Aerials)	1	LS	\$ 25,000	\$ 25,000.00	8800	\$ 8,800.00	21000	\$ 21,000.00	21900	\$ 21,900.00
21	Valley Pan Gutter Replacement	44	SQYD	\$ 115	\$ 5,060.00	105	\$ 4,620.00	210	\$ 9,240.00	175	\$ 7,700.00
22	Asphalt Surfacing	986	SQYD	\$ 98	\$ 96,628.00	135.75	\$ 133,849.50	140	\$ 138,040.00	113	\$ 111,418.00
23	Select Asphalt Surfacing	1,280	SQYD	\$ 145	\$ 185,600.00	185.5	\$ 237,440.00	140	\$ 179,200.00	124	\$ 158,720.00
24	Slope Protection	506	CY	\$ 230	\$ 116,380.00	80	\$ 40,480.00	95	\$ 48,070.00	194	\$ 98,164.00
25	Slope Protection Bioengineering	1	LS	\$ 17,500	\$ 17,500.00	12175	\$ 12,175.00	50000	\$ 50,000.00	52700	\$ 52,700.00
26	Gravel Surfacing	334	SQYD	\$ 6	\$ 2,004.00	12	\$ 4,008.00	24	\$ 8,016.00	12.5	\$ 4,175.00
27	Chip Seal	7,969	SQYD	\$ 6	\$ 47,814.00	5.5	\$ 43,829.50	6	\$ 47,814.00	8	\$ 63,752.00
28	Abandon Existing Manhole	2	Each	\$ 4,600	\$ 9,200.00	2600	\$ 5,200.00	3000	\$ 6,000.00	3975	\$ 7,950.00

Base Bid Total	\$ 1,633,096.00	\$ 2,204,735.00	\$ 2,244,397.00	\$ 2,532,267.00
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ALTERNATE BID											
No	Description	Quantity	Units	Unit Cost	Total						
1	36" Diameter Gravity Sewermain, FRMP	167	LF	\$ 380.00	\$ 63,460.00	480	\$ 80,160.00	690	\$ 115,230.00	966.37	\$ 161,383.79
2	48" Diameter Gravity Sewermain, FRMP	1,041	LF	\$ 450.00	\$ 468,450.00	624	\$ 649,584.00	538	\$ 560,058.00	1061.21	\$ 1,104,719.61
3	HDPE Vertical Manhole Lining						\$ -		\$ -		\$ -
a	4 Ft Manhole Lining (Alternate Concrete Protective Liner)	19	Vert. Ft.	\$ 400.00	\$ 7,600.00	562	\$ 10,678.00	800	\$ 15,200.00	314	\$ 5,966.00
b	6 Ft Manhole Lining (Alternate Concrete Protective Liner)	8	Vert. Ft.	\$ 410.00	\$ 3,280.00	823	\$ 6,584.00	1200	\$ 9,600.00	404	\$ 3,232.00
c	7 Ft Manhole Lining (Alternate Concrete Protective Liner)	52	Vert. Ft.	\$ 430.00	\$ 22,360.00	955	\$ 49,660.00	2000	\$ 104,000.00	531	\$ 27,612.00
d	8 Ft Manhole Lining (Alternate Concrete Protective Liner)	20	Vert. Ft.	\$ 450.00	\$ 9,000.00	1085	\$ 21,700.00	2400	\$ 48,000.00	604	\$ 12,080.00
e	MH #7 Lining (Alternate Concrete Protective Liner), CIP	1	LS	\$ 9,000.00	\$ 9,000.00	13725	\$ 13,725.00	24000	\$ 24,000.00	4900	\$ 4,900.00

City of Emporia, Kansas	Column9	Column10	Column11	08/17/2022	Column12	Column13	Column14	Column15	Column16
5 year Budget	42.8 Total mills			8/11/22 11:16 AM					
2023-2027				8/17/2022					
Revenue Detail and Expenditure Summary									
GENERAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$3,700,301	\$4,155,390	\$4,300,640	\$4,535,364	\$4,628,095	\$4,265,521	\$3,588,018	\$2,831,974	\$1,870,866
REVENUE									
Ad Valorem Property Tax	\$4,330,470	\$4,309,057	\$4,641,573	\$4,979,844	\$5,440,502	\$5,603,533	\$5,771,699	\$5,944,979	\$6,123,384
Sales Tax	\$7,407,601	\$7,506,138	\$8,496,466	\$8,760,000	\$8,992,800	\$9,231,984	\$9,477,732	\$9,730,227	\$9,989,661
Franchise Tax	\$2,584,254	\$2,448,322	\$2,554,654	\$2,719,967	\$2,814,536	\$2,886,057	\$2,959,885	\$3,036,108	\$3,114,821
Other Taxes	\$696,715	\$923,060	\$721,875	\$715,490	\$731,188	\$731,188	\$731,188	\$731,188	\$731,188
Intergovernmental Taxes	\$253,582	\$279,522	\$272,554	\$322,790	\$333,006	\$342,309	\$351,984	\$362,045	\$372,509
Licenses & Permits	\$206,176	\$266,849	\$291,189	\$267,350	\$267,950	\$267,950	\$268,450	\$268,450	\$268,950
Charges for Services	\$2,315,883	\$2,601,960	\$2,301,602	\$1,987,403	\$2,105,903	\$2,105,903	\$2,105,903	\$2,105,903	\$2,105,903
Fines & Fees	\$527,514	\$459,166	\$508,360	\$522,400	\$542,300	\$542,300	\$542,300	\$542,300	\$542,300
Use of Property and Money	\$172,263	\$171,112	\$144,759	\$150,496	\$161,996	\$163,996	\$165,996	\$167,996	\$167,996
Reimbursements	\$200,999	\$190,885	\$218,280	\$165,787	\$155,756	\$158,732	\$161,919	\$164,922	\$168,045
Misc. Rev. - Administrative Transfers 16%	\$2,806,196	\$2,850,461	\$2,825,664	\$2,551,038	\$2,543,938	\$2,543,938	\$2,543,938	\$2,543,938	\$2,543,938
Transfer from Multi Year -PEP				\$50,000			\$0	\$0	\$0
Operating Revenues	\$4,915	\$34,175	\$45,240	\$200	\$200	\$200	\$200	\$200	\$200
Nonoperating Revenues	\$41,159		\$27,597						
TOTAL RECEIPTS	\$21,547,726	\$22,040,707	\$23,049,814	\$23,192,764	\$24,090,076	\$24,578,091	\$25,081,193	\$25,598,257	\$26,128,895
EXPENDITURES									
Administration	\$827,492	\$839,264	\$1,037,122	\$1,127,098	\$1,188,807	\$1,230,280	\$1,274,785	\$1,317,852	\$1,362,622
Accounting/HR	\$369,968	\$376,635	\$362,500	\$419,864	\$433,166	\$449,085	\$465,620	\$482,297	\$499,641
IT	\$305,912	\$284,168	\$330,886	\$342,189	\$352,980	\$362,151	\$370,609	\$378,365	\$386,431
Police	\$4,002,293	\$4,028,733	\$3,967,194	\$4,211,401	\$4,442,803	\$4,604,553	\$4,793,072	\$4,952,905	\$5,115,703
Animal Control	\$130,047	\$86,811	\$140,648	\$176,996	\$242,734	\$250,579	\$254,620	\$258,823	\$263,193
Fire	\$2,446,616	\$2,627,050	\$2,656,810	\$2,888,791	\$3,017,744	\$3,073,877	\$3,179,587	\$3,288,924	\$3,403,055
EMS	\$2,777,168	\$2,982,471	\$2,935,302	\$3,264,449	\$3,587,447	\$3,692,167	\$3,838,036	\$3,937,219	\$3,940,890
Building & Neighborhood Development	\$618,019	\$502,219	\$589,229	\$829,284	\$842,956	\$866,209	\$892,296	\$919,407	\$947,581
Municipal Court	\$493,461	\$440,768	\$554,760	\$596,332	\$598,992	\$613,846	\$629,897	\$646,570	\$663,891
Engineering	\$484,319	\$440,393	\$505,015	\$520,504	\$553,513	\$634,806	\$640,091	\$667,907	\$695,795
Street	\$51,538	\$32,322	\$19,389	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Golf Course	\$668,519	\$706,158	\$793,900	\$798,601	\$857,000	\$884,824	\$950,871	\$920,432	\$1,030,634
Park	\$1,037,560	\$809,577	\$918,376	\$1,099,113	\$1,193,800	\$1,259,253	\$1,252,904	\$1,271,801	\$1,336,994
Zoo	\$476,762	\$501,881	\$549,281	\$649,916	\$710,678	\$704,691	\$725,444	\$745,968	\$767,292
Civic Auditorium	\$975,192	\$817,952	\$875,087	\$1,070,345	\$1,070,297	\$1,090,793	\$1,114,089	\$1,136,216	\$1,159,209
Shop	\$105,918	\$75,589	\$71,441	\$121,426	\$136,071	\$202,096	\$140,421	\$149,060	\$158,024
Street Lighting	\$300,752	\$327,509	\$303,303	\$370,000	\$377,400	\$384,948	\$392,647	\$400,500	\$408,510
Appropriations	\$229,955	\$194,442	\$80,293	\$94,250	\$113,000	\$88,000	\$88,000	\$88,000	\$88,000
Airport	\$558,645	\$454,160	\$648,272	\$661,592	\$844,712	\$914,318	\$864,268	\$874,576	\$885,257
Parking Facility	\$10,008	\$21,803	\$10,223	\$25,600	\$25,800	\$26,004	\$26,212	\$26,424	\$26,641
Transfers - County Wide Sales Tax	\$2,463,819	\$2,535,236	\$2,822,749	\$3,000,000	\$3,060,000	\$3,121,200	\$3,183,624	\$3,247,296	\$3,312,242
Transfer to Industrial Development Sales Tax	\$900,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Transfer to Equipment Reserve				\$260,000	\$264,500	\$282,300	\$257,800	\$364,300	\$257,000
Transfer to Projects	\$1,037,917	\$2,136,021	\$1,771,144	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Salary Contingency				(\$259,439)	(\$280,252)	(\$291,462)	(\$303,120)	(\$315,245)	(\$327,855)
Outstanding PO's	(\$288,760)		(\$155,880)						
Assume expenditures at 99%				(\$193,278)	(\$206,499)	(\$213,925)	(\$219,535)	(\$225,232)	(\$231,994)
TOTAL EXPENDITURES	\$20,983,120	\$22,146,161	\$22,712,040	\$23,100,034	\$24,452,649	\$25,255,593	\$25,837,238	\$26,559,364	\$27,173,755

[illegible]

City of Emporia, Kansas	Column9	Column10	Column11	08/17/2022	Column12	Column13	Column14	Column15	Column16
5 year Budget	42.8 Total mills			8/11/22 11:16 AM					
2023-2027				8/17/2022					
Revenue Detail and Expenditure Summary									
GENERAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Fire	2023	2023	Water Rescue &	\$34,000					
Fire	2023	2023	Forcible Entry T	\$11,106					
EMS	2023	2023	Monitor/Defibrill	\$45,000					
EMS	2023	2023	Mechanical CPF	\$38,000					
EMS	2023	2023	Replace Power	\$30,000					
Shop	2023	2023	Transmission Ja	\$8,000					
Shop	2023	2023	Tough laptop fo	\$4,000					
Park	2023	2023	72" zero turn (20	\$20,000					
				\$319,106					
Airport	2024	2024	Replace MITL S	\$60,000					
City Wide	2024	2024	Communication	\$30,000					
Police	2024	2024	3 Mobile data te	\$39,500					
Police	2024	2024	10 Body Camer	\$23,000					
Police	2024	2024	6 Portable Radi	\$27,000					
Police	2024	2024	8 Tasers (Switc	\$18,000					
EMS	2024	2024	Monitor/Defibrill	\$46,000					
EMS	2024	2024	Power Load Cot	\$60,000					
Park	2024	2024	Drag box tractor	\$55,000					
Shop	2024	2024	Replace 2000 1	\$70,000					
				\$428,500					
City Wide	2025	2025	Communication	\$30,000					
Police	2025	2025	3 Mobile Data T	\$40,700					
Police	2025	2025	8 Tasers (Taser	\$19,500					
Police	2025	2025	10 Body Worn C	\$24,000					
Police	2025	2025	6 Portable Radi	\$27,500					
Police	2025	2025	Spillman Server	\$25,000					
EMS	2025	2025	Monitor/Defibrill	\$48,000					
EMS	2025	2025	Mechanical CPF	\$28,000					
EMS	2025	2025	Replace Power	\$60,000					
Golf Course	2025	2025	Diesel tractor wi	\$52,425					
Park	2025	2025	48 inch zero turn	\$15,000					
				\$370,125					
City Wide	2026	2026	Communication	\$30,000					
Police	2026	2026	3 Mobile Data T	\$41,900					
Police	2026	2026	8 Taser (Taser	\$22,000					
Police	2026	2026	10 Body Worn C	\$25,000					
Police	2026	2026	6 Portable Radi	\$28,000					
Police	2026	2026	Video Server	\$14,000					
EMS	2026	2026	Monitor/Defibrill	\$50,000					
EMS	2026	2026	Power Load Cot	\$65,000					
				\$275,900					

City of Emporia, Kansas	Column9	Column10	Column11	08/17/2022	Column12	Column13	Column14	Column15	Column16
5 year Budget	42.8 Total mills			8/11/22 11:16 AM					
2023-2027				8/17/2022					
Revenue Detail and Expenditure Summary									
GENERAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
	City Wide	2027	Communication	\$30,000					
	Park	2027	Toro Workman	\$30,000					
	Police	2027	3 Mobile Data T	\$43,500					
	Police	2027	8 Taser (Taser	\$23,500					
	Police	2027	10 Body Worn C	\$26,000					
	Police	2027	6 Portable Radi	\$29,000					
	Golf Course	2027	Utility Vehicle w	\$32,620					
	Golf Course	2027	Chemical sprays	\$54,755					
				\$269,375					
	Golf Course	2028	Sand topdresse	\$27,960					
	Golf Course	2028	Greens Mower,	\$45,435					
	Park	2028	11 foot rotary m	\$70,000					
				\$143,395					

City of Emporia, Kansas	Column9	Column10	Column11	08/17/2022	Column12	Column13	Column14	Column15	Column16
5 year Budget	42.8 Total mills		8/11/22 11:16 AM						
2023-2027				8/17/2022					
Revenue Detail and Expenditure Summary									
GENERAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$3,700,301	\$4,155,390	\$4,300,639	\$4,534,692	\$4,627,422	\$4,264,848	\$3,587,346	\$2,831,302	\$1,870,194
REVENUE									
Ad Valorem Property Tax	\$4,330,470	\$4,309,057	\$4,641,573	\$4,979,844	\$5,440,502	\$5,603,533	\$5,771,699	\$5,944,979	\$6,123,384
Sales Tax	\$7,407,601	\$7,506,138	\$8,496,466	\$8,760,000	\$8,992,800	\$9,231,984	\$9,477,732	\$9,730,227	\$9,989,661
Franchise Tax	\$2,584,254	\$2,448,322	\$2,554,654	\$2,719,967	\$2,814,536	\$2,886,057	\$2,959,885	\$3,036,108	\$3,114,821
Other Taxes	\$696,715	\$923,060	\$721,875	\$715,490	\$731,188	\$731,188	\$731,188	\$731,188	\$731,188
Intergovernmental Taxes	\$253,582	\$279,522	\$272,554	\$322,790	\$333,006	\$342,309	\$351,984	\$362,045	\$372,509
Licenses & Permits	\$206,176	\$266,849	\$291,189	\$267,350	\$267,950	\$267,950	\$268,450	\$268,450	\$268,950
Charges for Services	\$2,315,883	\$2,601,960	\$2,301,602	\$1,987,403	\$2,105,903	\$2,105,903	\$2,105,903	\$2,105,903	\$2,105,903
Fines & Fees	\$527,514	\$459,166	\$508,360	\$522,400	\$542,300	\$542,300	\$542,300	\$542,300	\$542,300
Use of Property and Money	\$172,263	\$171,112	\$144,759	\$150,496	\$161,996	\$163,996	\$165,996	\$167,996	\$167,996
Reimbursements	\$200,999	\$190,885	\$218,280	\$165,787	\$155,756	\$158,732	\$161,919	\$164,922	\$168,045
Misc. Rev. - Administrative Transfers 16%	\$2,806,196	\$2,850,461	\$2,825,664	\$2,551,038	\$2,543,938	\$2,543,938	\$2,543,938	\$2,543,938	\$2,543,938
Transfer from Multi Year -PEP				\$50,000			\$0	\$0	\$0
Operating Revenues	\$4,915	\$34,175	\$45,240	\$200	\$200	\$200	\$200	\$200	\$200
Nonoperating Revenues	\$41,159		\$27,597						
TOTAL RECEIPTS	\$21,547,726	\$22,040,707	\$23,049,814	\$23,192,764	\$24,090,076	\$24,578,091	\$25,081,193	\$25,598,257	\$26,128,895
EXPENDITURES									
Personnel Services	\$12,137,598	\$12,129,583	\$12,866,777	\$13,634,638	\$14,681,310	\$15,266,612	\$15,872,626	\$16,505,063	\$17,162,978
Vacancy	\$0	\$0	\$0	(\$259,439)	(\$280,252)	(\$291,462)	(\$303,120)	(\$315,245)	(\$327,855)
Maintenance & Repair	\$569,299	\$728,601	\$735,350	\$981,980	\$1,022,467	\$1,046,388	\$1,024,330	\$1,029,330	\$1,029,330
Commodities	\$1,297,346	\$1,020,779	\$1,260,084	\$1,603,530	\$1,762,750	\$1,759,250	\$1,760,750	\$1,761,250	\$1,760,750
Other Charges	\$586,172	\$662,237	\$493,000	\$828,668	\$846,818	\$869,368	\$891,368	\$908,368	\$924,868
Capital Outlay	\$670,422	\$652,929	\$334,083	\$289,305	\$319,106	\$428,500	\$370,125	\$275,900	\$269,375
Stock	\$3,098	\$1,154	\$671	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$438,828	\$439,002	\$561,222	\$539,500	\$554,250	\$555,450	\$556,950	\$556,950	\$557,450
Communications	\$87,965	\$91,173	\$96,294	\$129,780	\$129,500	\$128,500	\$128,500	\$128,500	\$128,500
Training & Travel	\$178,202	\$70,355	\$145,922	\$217,750	\$214,750	\$214,750	\$215,750	\$215,750	\$215,750
Jail Expenses	\$90,600	\$29,600	\$34,520	\$85,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Other Contractual	\$810,614	\$724,494	\$821,777	\$1,017,600	\$1,038,950	\$1,043,662	\$1,053,069	\$1,062,134	\$1,070,361
Transfers - County Wide Sales Tax	\$2,463,819	\$2,535,236	\$2,822,749	\$3,000,000	\$3,060,000	\$3,121,200	\$3,183,624	\$3,247,296	\$3,312,242
Transfer to Industrial Development Sales Tax	\$900,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Transfer to Equipment Reserve				\$260,000	\$264,500	\$282,300	\$257,800	\$364,300	\$257,000
Transfer to Projects	\$1,037,917	\$2,136,021	\$1,771,144	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Outstanding PO's	(\$288,760)		(\$155,880)						
Assume expenditures at 99%				(\$193,278)	(\$206,499)	(\$213,925)	(\$219,535)	(\$225,232)	(\$231,994)
TOTAL EXPENDITURES	\$20,983,120	\$22,146,162	\$22,712,711	\$23,100,034	\$24,452,649	\$25,255,593	\$25,837,238	\$26,559,364	\$27,173,755
Revenue less expenses	\$564,606	(\$105,456)	\$337,103	\$92,730	(\$362,574)	(\$677,503)	(\$756,044)	(\$961,108)	(\$1,044,860)
Cash Basis Adjustments/Non-appropriated Balance	(\$109,518)	\$250,705	(\$103,050)	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,155,390	\$4,300,639	\$4,534,692	\$4,627,422	\$4,264,848	\$3,587,346	\$2,831,302	\$1,870,194	\$825,334
Base for Reserve calculation	\$15,910,962	\$15,896,975	\$16,859,065	\$18,875,034	\$20,163,149	\$20,887,093	\$21,430,814	\$21,982,768	\$22,639,513

15% Reserve	\$2,386,644	\$2,384,546	\$2,528,860	\$2,831,255	\$3,024,472	\$3,133,064	\$3,214,622	\$3,297,415	\$3,395,927
Amount over 15% Reserve	\$1,768,745	\$1,916,093	\$2,005,832	\$1,796,167	\$1,240,376	\$454,282	(\$383,320)	(\$1,427,221)	(\$2,570,593)
Percentage	26.12%	27.05%	26.90%	24.52%	21.15%	17.17%	13.21%	8.51%	3.65%

City of Emporia, Kansas	Column8	Column9	08/17/2022	Column10	Column11	Column12	Column13	Column14	Column15
5 year Budget									
8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
Multi Year Fund									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning cash balance	\$1,612,865	\$1,731,253	\$2,886,492	\$3,304,127	\$351,876	\$94,414	\$14,714	\$262,338	\$495,635
Revenue									
Sales Tax	\$2,464,703	\$2,535,236	\$2,953,164	\$3,000,000	\$3,060,000	\$3,121,200	\$3,183,624	\$3,247,296	\$3,312,242
Interest	\$48,117	\$15,119	\$1,815	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Misc revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable	\$1,463	(\$236)							
TOTAL RECEIPTS	\$2,514,283	\$2,550,120	\$2,954,979	\$3,001,000	\$3,061,000	\$3,122,200	\$3,184,624	\$3,248,296	\$3,313,242
EXPENDITURES									
Transfers to projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projects	\$2,395,895	\$1,394,881	\$2,537,344	\$5,953,251	\$3,318,462	\$3,201,900	\$2,937,000	\$3,015,000	\$2,866,000
TOTAL EXEPENDITURES	\$2,395,895	\$1,394,881	\$2,537,344	\$5,953,251	\$3,318,462	\$3,201,900	\$2,937,000	\$3,015,000	\$2,866,000
Revenue less Expenses	\$118,388	\$1,155,239	\$417,635	(\$2,952,251)	(\$257,462)	(\$79,700)	\$247,624	\$233,296	\$447,242
Ending Cash Balance	\$1,731,253	\$2,886,492	\$3,304,127	\$351,876	\$94,414	\$14,714	\$262,338	\$495,635	\$942,877
	Administratio	2022	Private/Public	\$600,000					
	Administratio	2022	Land Bank lan	\$100,000					
	Sidewalk	2022	ADA Sidewalk	\$50,000					
	Airport	2022	Runway Exter	\$8,150					
	Airport	2022	Replace existi	\$43,987					
	Civic Building	2022	ADA Improver	\$300,000					
	Civic Building	2022	618 Mechanic	\$60,000					
	Civic Building	2022	Roof Caps	\$36,600					
	Civic Building	2022	Elevator Contr	\$175,000					
	Civic Building	2022	Replace Wind	\$26,000					
	Civic Building	2022	Walk-in Coole	\$25,000					

	Civic Building	2022	Carniage Library Study	\$7,300					
	Civic Building	2022	Replace irriga	\$30,000					
	Civic Building	2022	Remodel Water Department	\$45,289					
	Civic Building	2022	Potable Hot W	\$85,000					
	Civic Building	2022	Replace Stear	\$50,000					
	Civic Building	2022	Civic Fire Alarm Card Update 2nd half	\$60,000					
	Golf Course	2022	Master Plan design of golf course, range, bldg	\$12,250					
	Parking Lot	2022	JAC replace sand in filters	\$20,000					
	Sidewalk	2022	Sidewalk Impr	\$55,000					
	Sidewalk	2022	Sidewalk Impr	\$25,000					
	Sidewalk	2022	Hazardous Sid	\$100,000					
	Sidewalk	2022	Handicap curb	\$50,000					
	Sidewalk	2022	North side of 2	\$70,000					
	Sidewalk	2022	9th Ave Ander	\$28,307					
	Sidewalk	2022	12th & Burling	\$40,500					
	Sidewalk	2022	24th Ave along	\$25,000					
	Storm Water	2022	E 12th Ave & I	\$50,000					
	Storm Water	2022	Miscellaneous	\$208,276					
	Storm Water	2022	Lakeridge Rd	\$14,810					
	Storm Water	2022	Holiday Drive	\$165,500					
	Alley	2022	Alley East of L	\$2,232					
	Parking Lot	2022	Mechanic Par	\$758,964					
	Paving	2022	Road 180 (W.	\$300,000					
	Paving	2022	6th & Prairie t	\$60,000					
	Paving	2022	Street Rehabi	\$850,000					
	Paving	2022	CCLIP 6th Ave	\$405,000					
	Paving	2022	Misc. Street R	\$100,000					
	Paving	2022	15th Ave Subs	\$36,000					

	Fire- Station	2022	Kitchen Remo	\$28,000					
	Fire- Station	2022	Overhead doc	\$12,000					
	Fire- Station	2022	Replace HVAC	\$108,007					
	Library	2022	ADA Improver	\$120,000					
	Library	2022	Replace irriga	\$10,000					
	Library	2022	HVAC updates	\$15,000					
	Street	2022	Chip Seal	\$200,000					
	Sign & Marki	2022	Camera(Loop	\$90,000					
	Zoo	2022	Hay & Storage	\$3,518					
	Zoo	2022	Bus Parking	\$20,000					
	Zoo	2022	Parking lot at	\$163,561					
	Zoo	2022	Hoof stock Sh	\$50,000					
	Zoo	2022	Trumpeter Sw	\$54,000					
				\$5,953,251					
	Administratio	2023	Private/Public	\$200,000					
	Airport	2023	Remodel Tern	\$60,000					
	Civic Building	2023	Replace stean	\$25,000					
			2nd floor restroom ceiling repairs						
	Civic Building	2023		\$30,000					
	Civic Building	2023	Remodel East	\$50,000					
	Civic Building	2023	Sewer Lift stat	\$110,000					
	Civic Building	2023	Convert 618 M	\$50,000					
	Civic Building	2023	Civic Roof are	\$81,000					
	Civic Building	2023	ADA Improver	\$100,000					
	Library	2023	Electrical upda	\$60,000					
	Library	2023	HVAC updates	\$15,000					
	Golf Course	2023	Tee Improvem	\$186,462					
	Sidewalk	2023	Sidewalk Impr	\$100,000					
	Sidewalk	2023	Hazardous Sid	\$100,000					
	Sidewalk	2023	24th Ave (N S	\$100,000					
	Park	2023	JAC replace s	\$20,000					
	Paving	2023	CCLIP US 50	\$300,000					
	Paving	2023	Misc. Street R	\$100,000					
	Paving	2023	Street Rehabil	\$900,000					
	Paving	2023	6th Ave & Prai	\$110,000					

	Pubic Works	2023	Remodel Old I	\$100,000					
	Fire- Station	2023	Overhead doc	\$12,000					
	Police	2023	Firing Range R	\$30,000					
	Sign & Marki	2023	Replace Scho	\$80,000					
	Street	2023	Chip Seal	\$200,000					
	Zoo	2023	Eagle pond re	\$120,000					
	Zoo	2023	Off-exhibit priv	\$79,000					
				\$3,318,462					
	Administratio	2024	Private/Public	\$200,000					
	Airport	2024	Remodel old V	\$30,000					
	Civic Building	2024	Civic Roof are	\$105,000					
	Civic Building	2024	ADA Improver	\$100,000					
	Library	2024	HVAC updates	\$15,000					
	Public Works	2024	Replace Rollu	\$50,000					
	Public Works	2024	Upgrade wirin	\$200,000					
	Sidewalk	2024	Hazardous Sid	\$100,000					
	Sidewalk	2024	24th Ave (Wes	\$125,000					
	Paving	2024	Misc. Street R	\$100,000					
	Paving	2024	CCLIP US 50	\$300,000					
	Paving	2024	Street Rehabil	\$1,000,000					
	Sidewalk	2024	Sidewalk Impr	\$100,000					
	Park	2024	Propagation G	\$150,000					
	Park	2024	Restroom in F	\$100,000					
	Park	2024	Santa Fe Park	\$100,000					
	Street	2024	Chip Seal	\$200,000					
	Zoo	2024	Fencing in zoc	\$88,900					
	Zoo	2024	Zoo Road rem	\$138,000					
				\$3,201,900					
	Administratio	2025	Private/Public	\$200,000					
	Civic Building	2025	ADA Improver	\$100,000					
	Civic Building	2025	Civic Convert from Steam to Hot Water Heat System	\$475,000					

	Public Works	2025	Replace Flooring in the offices and entry area	\$30,000					
	Public Works	2025	Recoat Brick walls on PWC building	\$150,000					
	Sidewalk	2025	Hazardous Sid	\$100,000					
	Sidewalk	2025	9th Ave (Easts	\$45,000					
	Paving	2025	Street Rehab	\$1,100,000					
	Paving	2025	CCLIP	\$300,000					
	Paving	2025	Misc. Street R	\$100,000					
	Police	2025	Outdoor warni	\$44,000					
	Sign & Marki	2025	12th and Merc	\$75,000					
	Street	2025	Chip Seal	\$200,000					
	Zoo	2025	3 phase recyc	\$18,000					
				\$2,937,000					
	Administratio	2026	Private/Public	\$200,000					
	Airport	2026	Avgas Fuel Fa	\$300,000					
	Street	2026	Chip Seal	\$200,000					
	Civic Building	2026	Update Civic C	\$475,000					
	Civic Building	2026	ADA Improver	\$100,000					
	Sidewalk	2026	Hazardous Sid	\$100,000					
	Paving	2026	Street Rehab	\$1,100,000					
	Paving	2026	CCLIP	\$300,000					
	Paving	2026	Misc. Street R	\$100,000					
	Public Works	2026	Insulate Outer	\$85,000					
	Zoo	2026	Butt Rail Repl	\$55,000					
				\$3,015,000					
	Administratio	2027	Private/Public	\$200,000					
	Street	2027	Chip Seal	\$200,000					
	Civic Building	2027	ADA Improver	\$100,000					
	Paving	2027	Street Rehab	\$1,100,000					
	Paving	2027	CCLIP	\$300,000					

	Paving	2027	Misc. Street R	\$100,000					
	Public Works	2027	Rehab Pole B	\$50,000					
	Public Works	2027	Rehab Employ	\$350,000					
	Sidewalk	2027	Hazardous Sid	\$100,000					
	Sign & Marki	2027	18th & Industr	\$100,000					
	Zoo	2027	Concrete pond	\$180,000					
	Zoo	2027	Off-exhibit hol	\$86,000					
				\$2,866,000					
	Park	2028	JAC Slides - r	\$300,000					
	Park	2028	Hammond Pa	\$16,000					
	Park	2028	Reeble Park -	\$20,000					
	Zoo	2028	Split Rail Fenc	\$179,000					
				\$515,000					

City of Emporia, Kansas	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16
5 year Budget				08/17/2022						
2023-2027				8/11/22 11:16 AM						
Revenue Detail and Expenditure Summary										
LIBRARY FUND										
	2018	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE										
Ad Valorem Property Tax	\$729,210	\$791,574	\$788,532	\$832,333	\$903,802	\$977,639	\$1,006,968	\$1,037,177	\$1,068,292	\$1,100,341
Back Tax Collection	\$17,271	\$18,092	\$20,491	\$14,757	\$17,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Motor Vehicle Tax	\$114,767	\$90,848	\$135,520	\$99,565	\$94,818	\$98,842	\$98,842	\$98,842	\$98,842	\$98,842
Recreational Vehicle Tax	\$830	\$931	\$1,034	\$1,142	\$1,038	\$1,073	\$1,073	\$1,073	\$1,073	\$1,073
AdValorem Tax Reduction	(\$9,589)	(\$9,822)	(\$8,903)	(\$10,017)	(\$9,500)	(\$9,500)	(\$9,500)	(\$9,500)	(\$9,500)	(\$9,500)
General Fund Contribution										
TOTAL RECEIPTS	\$852,489	\$891,624	\$936,674	\$937,779	\$1,007,158	\$1,083,054	\$1,112,383	\$1,142,592	\$1,173,707	\$1,205,756
EXPENDITURES										
Insurance Refund										
Misc Projects										
Additional money due to state funding										
Appropriation	\$850,889	\$893,224	\$936,674	\$937,779	\$1,007,158	\$1,083,054	\$1,112,383	\$1,142,592	\$1,173,707	\$1,205,756
TOTAL EXPENDITURES	\$850,889	\$893,224	\$936,674	\$937,779	\$1,007,158	\$1,083,054	\$1,112,383	\$1,142,592	\$1,173,707	\$1,205,756
Ending Cash Balance	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ad Valorem Tax in 2016	\$147,206	\$736,030								
Ad Valorem Tax in 2017	\$148,333	\$741,665								
Ad Valorem Tax in 2018	\$154,087	\$770,435								
Ad Valorem Tax in 2019	\$160,854	\$804,272								
Ad Valorem Tax in 2020	\$170,861	\$854,305								
Ad Valorem Tax in 2021	\$173,787	\$868,935								
Ad Valorem Tax in 2022	\$186,351	\$931,755								
Ad Valorem Tax in 2023	\$201,575	\$1,007,875								
Ad Valorem Tax in 2024	\$207,622	\$1,038,111								
Ad Valorem Tax in 2025	\$213,851	\$1,069,255								
Ad Valorem Tax in 2026	\$220,266	\$1,101,332								
Ad Valorem Tax in 2027	\$226,874	\$1,134,372								
Change to 5 mils in 2016										

City of Emporia, Kansas	Column8	Column9	08/17/2022	Column10	Column11	Column12	Column13	Column14	Column15
5 year Budget									
8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
CONVENTION & TOURISM FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$388,105	\$522,928	\$531,612	\$649,123	\$735,673	\$768,473	\$801,273	\$834,073	\$866,873
REVENUE									
Transient Guest Tax	\$713,538	\$558,700	\$634,077	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
Interest on Investment	\$7,540	\$3,096	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Fence Rental	\$6,988	\$0	\$8,128	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Misc	(\$744)	\$1,346							
TOTAL RECEIPTS	\$727,323	\$563,143	\$642,506	\$705,300	\$705,300	\$705,300	\$705,300	\$705,300	\$705,300
EXPENDITURES									
CVB Appropriation	\$360,000	\$365,000	\$273,750	\$365,000	\$385,000	\$385,000	\$385,000	\$385,000	\$385,000
City cost assoicated with events	\$30,000	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Civic Auditorium improvements		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Red Rock's Appropriation	\$7,500	\$7,500	\$5,625	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Emporia Main Street	\$50,000	\$50,000	\$37,500	\$56,250	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Emporia Arts Council Support	\$10,000	\$10,000	\$7,500	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Emporia Granada	\$20,000	\$20,000	\$15,000	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Lifetime - Biking Event	\$25,000	\$0	\$25,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
DDO	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Junior World Event	\$15,000	\$0							
PDGA Professional Disc Golf World			\$20,000	\$20,000					
Kansas Free for Arts			\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Miscellaneous		\$1,959	\$12,750						
Outstanding PO's		\$0	\$12,870						
Special Projects									
TOTAL EXPENDITURES	\$592,500	\$554,459	\$524,995	\$618,750	\$672,500	\$672,500	\$672,500	\$672,500	\$672,500
Ending Cash Balance	\$522,928	\$531,612	\$649,123	\$735,673	\$768,473	\$801,273	\$834,073	\$866,873	\$899,673
Transient Guest Tax Receipts	2017	2018	2019	2020	2021	2022			

1ST QUARTER-JANUARY	\$143,742.00	\$149,499.38	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75			
2ND QUARTER-APRIL	\$104,627.80	\$127,440.51	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80			
3RD QUARTER-JULY	\$143,242.09	\$213,098.04	\$207,494.60	\$80,649.41	\$192,642.58				
4TH QUARTER-OCTOBER	\$159,608.07	\$200,537.74	\$207,822.11	\$151,949.08	\$200,102.99				
TOTAL	\$551,219.96	\$690,575.67	\$713,538.10	\$558,700.30	\$634,077.46	\$328,670.55			
	\$18,913 in late pmts	\$21,642 in late pmts	\$6339 in late pmts	\$45,010 in late pmts	\$63,375 in late pmts				
Increased bed tax to 7% in January 2017									
Main Street inc \$43,750 from \$56,250 to \$100,000									
Civic improvements \$50,000									
	Civic Buildi	2022	Stage Lightin	\$20,000					
	Civic Buildi	2022	Arena event f	\$22,000					
	Civic Buildi	2022	Replace aren	\$175,000					
	Civic Buildi	2023	Patch and Pa	\$50,000					
	Civic Buildi	2024	Basketball ba	\$22,000					
	Civic Buildi	2024	ADA assistive	\$23,000					
	Civic Buildi	2024	Arena Video	\$175,000					
	Civic Buildi	2025	Civic Auditori	\$200,000					

City of Emporia, Kansas	Column9	Column10	08/17/2022	Column11	Column12	Column13	Column14	Column15	Column16
5 year Budget 8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
INDUSTRIAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$40,473	\$42,420	\$18,767	\$19,923	\$19,869	\$19,813	\$19,759	\$19,706	\$19,656
REVENUE									
Ad Valorem Property Tax	\$950	\$1,091	\$999	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Back Tax Collections	\$26	\$28	\$19	\$21	\$21	\$21	\$21	\$21	\$21
Motor Vehicle Tax	\$125	\$171	\$139	\$115	\$110	\$110	\$110	\$110	\$110
Ad Valorem Tax Reduction	(\$12)	(\$12)	(\$12)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)
Interest on Investment	\$922	\$138	\$11	\$12	\$14	\$16	\$18	\$20	\$20
Miscellaneous									
TOTAL RECEIPTS	\$2,010	\$1,415	\$1,156	\$1,132	\$1,129	\$1,131	\$1,133	\$1,135	\$1,135
EXPENDITURES									
Industrial Promotion									
Dues & Subscriptions									
Travel Expense & Miscellaneous	\$0	\$0	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
RDA Appropriation									
Contractual Services	\$63	\$25,068	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects and Reserve Funds									
TOTAL EXPENDITURES	\$63	\$25,068	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
Ending Cash Balance	\$42,420	\$18,767	\$19,923	\$19,869	\$19,813	\$19,759	\$19,706	\$19,656	\$19,605

City of Emporia, Kansas	Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20
5 year Budget									
08/17/2022									
2023-2027			8/11/22 11:16						
Revenue Detail and Expenditure Summary									
Industrial Development Sales Tax									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	ACTUAL	ACTUAL	ACTUAL	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$397,624	\$436,800	\$442,852	\$247,078	\$447,328	\$637,578	\$827,828	\$1,018,078	\$1,208,328
Revenue:									
Sales Tax Receipts	\$900,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Interest Income	\$22,141	\$5,465	\$231	\$250	\$250	\$250	\$250	\$250	\$250
Money for Land Purchase		\$588	\$1,000,000						
RDA returned money	\$2,035								
Total Revenue	\$924,176	\$931,053	\$1,925,231	\$925,250	\$925,250	\$925,250	\$925,250	\$925,250	\$925,250
Expense:									
Appropriation to the RDA	\$325,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Emporia Enterprises	\$35,000	\$25,000	\$1,025,000	\$25,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Miscellaneous	\$0	\$0	\$99	\$0	\$0	\$0	\$0	\$0	\$0
Land Purchase for Industry	\$175,000	\$200,000	\$200,000		\$0	\$0	\$0	\$0	\$0
Transfer to Project			\$0						
Water Tower Pmt	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
REG Demolition			\$195,906						
Total Expenses	\$885,000	\$925,000	\$2,121,005	\$725,000	\$735,000	\$735,000	\$735,000	\$735,000	\$735,000
Ending Cash Balance	\$436,800	\$442,852	\$247,078	\$447,328	\$637,578	\$827,828	\$1,018,078	\$1,208,328	\$1,398,578
Balance of Land purchase account as of 2022 is \$100,000									
2021 REG clean up \$190,000									
No longer putting money back for land purchase									

City of Emporia, Kansas	Column8	Column9	08/17/2022	Column10	Column11	Column12	Column13	Column14	Column15
5 year Budget 8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
SPECIAL ALCOHOL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	Actual	Actual	Actual	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$83,215	\$100,655	\$73,442	\$89,339	\$82,639	\$75,489	\$68,339	\$61,189	\$54,039
REVENUE									
Private Club Liquor Tax	\$102,450	\$66,238	\$86,358	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Interest on Investment	\$1,890	\$549	\$40	\$50	\$50	\$50	\$50	\$50	\$50
TOTAL RECEIPTS	\$104,340	\$66,787	\$86,397	\$90,050	\$90,050	\$90,050	\$90,050	\$90,050	\$90,050
EXPENDITURES									
Appropriations	\$86,900	\$94,000	\$70,500	\$96,750	\$97,200	\$97,200	\$97,200	\$97,200	\$97,200
Other Charges									
Special Projects									
TOTAL EXPENDITURES	\$86,900	\$94,000	\$70,500	\$96,750	\$97,200	\$97,200	\$97,200	\$97,200	\$97,200
Ending Cash Balance	\$100,655	\$73,442	\$89,339	\$82,639	\$75,489	\$68,339	\$61,189	\$54,039	\$46,889
Appropriations	Received in 2018	Received in 2019	Received in 2020	Received in 2021	Receive in 2022	Requested for 2023	Receive in 2023		
Cross Winds	\$20,000	\$20,000	\$20,000	\$15,000	\$15,000	\$15,000	\$15,000		
Corner House	\$75,000	\$55,000	\$65,000	\$48,750	\$75,000	\$75,000	\$75,000		
Emporia State University	\$5,400	\$5,400	\$9,000	\$6,750	\$6,750	\$7,200	\$7,200		
ESU - Orientation		\$6,500							
Empower House Ministries						\$30,000	\$0		
Total	\$100,400	\$86,900	\$94,000	\$70,500	\$96,750	\$127,200	\$97,200		
Receipts	2017	2018	2019	2020	2021	2022			
1ST QUARTER - MARCH	\$24,673.40	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09			
2ND QUARTER - JUNE	\$22,036.20	\$26,757.14	\$22,937.39	\$21,661.91	\$18,634.03	\$22,129.19			
3RD QUARTER - SEPTEMBER	\$22,549.91	\$21,039.84	\$26,000.31	\$7,881.01	\$25,844.73				
4TH QUARTER - DECEMBER	\$24,335.37	\$24,660.05	\$26,705.52	\$14,069.40	\$24,664.21				
TOTAL	\$93,594.88	\$92,876.19	\$102,449.46	\$66,287.79	\$86,357.75	\$46,105.28			
25% reduction in 2021 allocation									
New request Empower House ministries denied									

City of Emporia, Kansas	Column8	Column9	08/17/2022	Column10	Column11	Column12	Column13	Column14	Column15
5 year Budget									
8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
SPECIAL PARKS & RECREATION									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$42,104	\$66,687	\$122,194	\$128,117	\$114,167	\$119,267	\$110,487	\$64,982	\$58,532
REVENUE									
Private Club Liquor Tax	\$102,450	\$66,238	\$86,358	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Donations& Grants	\$0	\$4,265	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Kahola Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Investment	\$1,009	\$545	\$77	\$100	\$100	\$100	\$100	\$100	\$100
TOTAL RECEIPTS	\$103,459	\$71,048	\$86,434	\$90,100	\$90,100	\$90,100	\$90,100	\$90,100	\$90,100
EXPENDITURES									
Personnel Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vacancy Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance & Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commodities	\$10	\$0	\$7,701	\$0	\$0	\$0	\$0	\$0	\$0
Municipal Band Allocation	\$10,000	\$0	\$0	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Capital Outlay	\$53,372	\$0	\$72,811	\$94,050	\$70,000	\$83,880	\$120,605	\$81,550	\$70,000
Contractual Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Project Accounts	\$15,494	\$15,540	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$78,876	\$15,540	\$80,512	\$104,050	\$85,000	\$98,880	\$135,605	\$96,550	\$85,000
Ending Cash Balance	\$66,687	\$122,194	\$128,117	\$114,167	\$119,267	\$110,487	\$64,982	\$58,532	\$63,632
Receipts	2018	2019	2020	2021	\$2,022				
1ST QUARTER - MARCH	\$20,419	\$26,806	\$22,675	\$17,215	\$23,976				
2ND QUARTER - JUNE	\$26,757	\$22,937	\$22,612	\$18,634	\$22,129				

3RD QUARTER - SEPTEMBER	\$21,040	\$26,000	\$7,881	\$25,845					
4TH QUARTER - DECEMBER	\$24,660	\$26,706	\$14,069	\$24,664					
TOTAL	\$92,876	\$102,449	\$67,237	\$86,358	\$46,105				
Municipal Band requested \$15,000 up \$5,000 from 2022									
	Golf Cours	2022	Wide Area Mo	\$81,550					
	Park	2022	Tree Repopula	\$12,500					
				\$94,050					
	Park	2023	11 Foot Rotar	\$70,000					
	Golf Cours	2024	Aerator	\$40,775					
	Golf Cours	2024	Tees & Banks	\$43,105					
				\$83,880					
	Park	2025	Tree Repopula	\$12,500					
	Golf Cours	2025	Tees & Banks	\$43,105					
	Park	2025	Tractor w/front	\$65,000					
				\$120,605					
	Golf Cours	2026	Wide Area Mo	\$81,550					
				\$81,550					
	Park	2027	11ft Rotary Mo	\$70,000					
	Park	2028	Tree Repopula	\$12,500					
	Park	2031	Tree Repopula	\$12,500					
	Park	2024	Rehab Band S	\$125,000					

City of Emporia, Kansas	Column9	Column10	08/17/2022	Column11	Column12	Column13	Column14	Column15	Column16
5 year Budget									
8/11/22 11:16 AM									
2023-2027			8/17/2022						
Revenue Detail and Expenditure Summary									
SPECIAL STREET FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$549,874	\$581,740	\$546,751	\$517,459	\$337,990	\$139,076	(\$230,038)	(\$479,833)	(\$836,276)
REVENUE									
Gasoline Tax	\$677,776	\$642,215	\$712,575	\$670,000	\$670,000	\$670,000	\$670,000	\$670,000	\$670,000
Special City-County Tax	\$79,320	\$74,828	\$85,230	\$74,826	\$74,826	\$74,826	\$74,826	\$74,826	\$74,826
Damages- Storm	\$7,404	\$17,238	\$9,118	\$8,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$13,343	\$3,661	\$341	\$200	\$200	\$200	\$200	\$200	\$200
Sale of Salvage	\$0	\$0	\$294	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$1,443	\$32,240	\$8,072	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$779,286	\$770,183	\$815,630	\$753,026	\$750,026	\$750,026	\$750,026	\$750,026	\$750,026
EXPENDITURES									
Personnel Services	\$439,205	\$478,560	\$582,953	\$574,867	\$595,926	\$620,086	\$644,745	\$670,389	\$697,060
Vacancy	\$0	\$0	\$0	(\$11,063)	(\$11,477)	(\$11,937)	(\$12,414)	(\$12,911)	(\$13,427)
Maintenance & Repair	\$67,907	\$86,150	\$62,742	\$93,240	\$89,240	\$89,240	\$89,240	\$89,240	\$89,240
Commodities	\$126,842	\$84,522	\$98,946	\$143,450	\$145,450	\$145,450	\$145,450	\$145,450	\$145,450
Other Charges	\$29,949	\$27,791	\$38,711	\$45,600	\$47,100	\$48,600	\$50,100	\$51,600	\$53,100
Capital Outlay	\$48,137	\$77,136	\$0	\$0	\$0	\$0	\$0	\$30,000	\$35,000
Transfers	\$0	\$0	\$15,403	\$0	\$0	\$145,000	\$0	\$50,000	\$0
Utilities	\$21,248	\$20,596	\$22,042	\$33,250	\$30,550	\$30,550	\$30,550	\$30,550	\$30,550
Communications	\$1,112	\$1,025	\$1,584	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Training & Travel	\$6,648	\$2,039	\$2,567	\$8,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Contractual Services	\$53,032	\$31,521	\$26,182	\$42,300	\$42,300	\$42,300	\$42,300	\$42,300	\$42,300
Administrative Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outstanding PO's	(\$52,363)								
Audit Adjustments	\$5,702	(\$4,166)	(\$6,208)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$747,421	\$805,173	\$844,922	\$932,495	\$948,939	\$1,119,140	\$999,821	\$1,106,469	\$1,089,123
Net Change in Cash	\$31,866	(\$34,989)	(\$29,292)	(\$179,469)	(\$198,913)	(\$369,114)	(\$249,795)	(\$356,443)	(\$339,097)
Ending Cash Balance	\$581,740	\$546,751	\$517,459	\$337,990	\$139,076	(\$230,038)	(\$479,833)	(\$836,276)	(\$1,175,373)

Receipts	2018	2019	2020	2021	2022				
1st Quarter - Jan Payment	\$169,275	\$168,525	\$173,837	\$161,595	\$167,558				
2nd Quarter - April Payment	\$156,526	\$161,371	\$163,487	\$149,246	\$157,106				
Extra Payment - June				\$54,672					
3rd Quarter - July Payment	\$171,880	\$170,138	\$140,179	\$172,643	\$166,060				
4th Quarter - Oct Payment	\$176,249	\$177,742	\$164,712	\$174,419					
Total	\$673,930	\$677,776	\$642,215	\$712,575	\$490,724				
2021 Extra pmt from state due to Covid - \$54,671									
Includes \$30,000 for storm water cleaning per year									
23-27 Salary 2.5% merit									
10% increase for health insurance									
Health insurance benefit percentage change									
4% pay increase effective 7-1-22									
	Special Stre	2026	Asphalt Patch	\$30,000					
	Special Stre	2027	Walk behind co	\$35,000					

Column1	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17
City of Emporia, Kansas			08/17/2022						
5 year Budget			8/11/22 11:16 AM						
2023-2027									
Revenue Detail and Expenditure Summary									
DRUG FORFEITURES									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$46,444	\$46,416	\$68,302	\$46,037	\$73,087	\$73,137	\$73,187	\$73,237	\$73,287
REVENUE									
Receipts from Drug Forfeitures	\$25,282	\$27,163	\$4,113	\$32,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$987	\$317	\$41	\$50	\$50	\$50	\$50	\$50	\$50
Audit Adjustment									
TOTAL RECEIPTS	\$26,269	\$27,480	\$4,155	\$32,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050
EXPENDITURES									
Maintenance & Repair		\$4,733							
Commodities	\$26,175	\$860	\$26,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Capital Outlay									
Maintenance & Repair									
TOTAL EXPENDITURES	\$26,297	\$5,593	\$26,420	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Ending Cash Balance	\$46,416	\$68,302	\$46,037	\$73,087	\$73,137	\$73,187	\$73,237	\$73,287	\$73,337

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10
City of Emporia, Kansas			08/17/2022						
5 year Budget			8/11/22 11:16 AM						
2023-2027									
Revenue Detail and Expenditure Summary									
LAND BANK									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
Beginning Cash Balance	\$0	\$6,588	\$9,410	\$16,889	\$67,574	\$43,594	\$43,614	\$43,634	\$43,654
REVENUE									
Transfer from General Fund	\$5,000								
Transfer from Multi Year Fund	\$0			\$50,000	\$50,000				
Interest	\$31	\$40	\$8	\$18	\$20	\$20	\$20	\$20	\$20
Sale of Properties									
Contributions & Donations	\$1,687								
Miscellaneous		\$2,991	\$17,666	\$9,830					
TOTAL RECEIPTS	\$6,717	\$3,031	\$17,674	\$59,848	\$50,020	\$20	\$20	\$20	\$20
EXPENDITURES									
Property Tax Payment	\$74								
Legal Printing	\$13	\$13	\$24	\$38	\$1,000				
Rehab Contractors			\$8,950		\$50,000				
Property Purchase				\$8,117	\$20,000				
Other Contractual			\$1,221		\$2,500				
Miscellaneous	\$42	\$196		\$1,008	\$500				
TOTAL EXPENDITURES	\$129	\$209	\$10,195	\$9,163	\$74,000	\$0	\$0	\$0	\$0
Ending Cash Balance	\$6,588	\$9,410	\$16,889	\$67,574	\$43,594	\$43,614	\$43,634	\$43,654	\$43,674

Column1	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20	Column21	Column22	Column23	Column24	Column25	Column26	Column27	Column28	Column29	Column30
City of Emporia, Kansas			08/17/2022									8/17/2022								
5 year Budget			8/11/22 11:16 AM																	
2023-2027																				
Revenue Detail and Expenditure Summary																				
BOND & INTEREST FUND																				
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Beginning Cash Balance	\$919,891	\$749,434	\$883,336	\$1,340,016	\$1,859,420	\$2,168,255	\$2,208,854	\$2,102,700	\$1,832,938	\$1,559,623	\$1,091,108	\$645,091	\$210,374	-\$223,193	-\$655,460	-\$720,277	-\$788,494	-\$854,811	-\$679,078	-\$503,345
REVENUE																				
Ad Valorem Property Tax	\$1,623,766	\$1,625,239	\$1,666,109	\$1,787,969	\$1,957,078	\$2,015,982	\$2,076,400	\$2,138,631	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728	\$2,202,728
Back Tax Collection	\$45,325	\$45,798	\$30,394	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Special Assessments	\$210,316	\$113,561	\$115,984	\$79,440	\$78,252	\$35,302	\$35,301	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302	\$35,302
Motor Vehicle Tax	\$189,433	\$278,405	\$205,287	\$189,806	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905	\$197,905
Recreational Vehicles	\$1,939	\$2,122	\$2,354	\$2,078	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149	\$2,149
Ad Valorem Tax Reduction	-\$20,143	-\$18,356	-\$20,142	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000
Interest on Investment	\$34,719	\$11,552	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951	\$951
Recreation Center - Pool renovation	\$23,499																			
Recreation Center - Office/Locker Rem	\$22,822																			
Recreation Center - Ball Diamond	\$46,600	\$50,400	\$49,050	\$47,700	\$46,350															
KP&F Loan Payment - General Fund																				
Industrial Land Payment - Ind Sales Tax																				
Gas Line Payment - Ind Sales Tax																				
Fire Station & Civic Building - Sales T	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales of Bonds		\$4,055,000																		
Miscellaneous		\$364,611																		
Transfer of Funds from Project Account	\$469,407	\$24,700																		
TOTAL RECEIPTS	\$2,696,242	\$6,602,451	\$2,100,207	\$2,178,904	\$2,353,884	\$2,323,649	\$2,382,146	\$2,394,938	\$2,459,035	\$2,459,035	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733	\$2,423,733
EXPENDITURES																				
Principal	\$2,496,000	\$895,000	\$1,410,000	\$1,455,000	\$1,891,000	\$2,182,000	\$2,405,000	\$2,596,000	\$2,671,000	\$2,874,000	\$2,824,000	\$2,819,000	\$2,824,000	\$2,829,000	\$2,468,000	\$2,478,000	\$2,483,000	\$2,248,000	\$2,248,000	\$2,248,000
Interest Coupons	\$370,699	\$204,452	\$233,526	\$204,500	\$154,050	\$101,050	\$83,300	\$68,700	\$61,350	\$53,550	\$45,750	\$39,450	\$33,300	\$27,000	\$20,550	\$13,950	\$7,050			
Pmt for Water & Sewer																				
Transfer to project funds		\$5,369,096																		
Excess Carryover																				
TOTAL EXPENDITURES	\$2,866,699	\$6,468,548	\$1,643,526	\$1,659,500	\$2,045,050	\$2,283,050	\$2,488,300	\$2,664,700	\$2,732,350	\$2,927,550	\$2,869,750	\$2,858,450	\$2,857,300	\$2,856,000	\$2,488,550	\$2,491,950	\$2,490,050	\$2,248,000	\$2,248,000	\$2,248,000
Ending Cash Balance	\$749,434	\$883,336	\$1,340,016	\$1,859,420	\$2,168,255	\$2,208,854	\$2,102,700	\$1,832,938	\$1,559,623	\$1,091,108	\$645,091	\$210,374	-\$223,193	-\$655,460	-\$720,277	-\$788,494	-\$854,811	-\$679,078	-\$503,345	-\$327,612
Delinquency Computation (Add this amou	\$48,713	\$48,757	\$49,983	\$53,639	\$58,712	\$60,479	\$62,292	\$64,159	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082	\$66,082
	\$1,672,479	\$1,673,996	\$1,716,092	\$1,841,608	\$2,015,790	\$2,076,461	\$2,138,692	\$2,202,789	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810	\$2,268,810
Mil Levy	10.397	9.789	9.875	10.002	10.000	10.001	10.001	10.001	10.000	10.300	10.300	10.300	10.300	10.300	10.300	10.300	10.300	10.300	10.300	10.300

Ad Valorem Tax in 2018																			
Ad Valorem Tax in 2019	\$160,854.00																		
Ad Valorem Tax in 2020	\$171,015.00																		
Ad Valorem Tax in 2021	\$173,787.28																		
Ad Valorem Tax in 2022	\$184,122.00																		
Ad Valorem Tax in 2023	\$201,575.00																		
Ad Valorem Tax in 2024	\$207,622.25																		
Ad Valorem Tax in 2025	\$213,850.92																		
Ad Valorem Tax in 2026	\$220,266.45																		
Ad Valorem Tax in 2027	\$226,874.44																		
1.5% increase in valuation per year																			
Future projects repayment schedule included in expenditures																			
	Paving	2022	Red Brick Tr	\$1,000,000															
	Paving	2022	Downtown Al	\$500,000															
	Paving	2022	Highland Stre	\$750,000															
				\$2,250,000															
	Fire	2023	Addition to Fi	\$15,000,000															
	Fire	2023	Engine 3 (19	\$600,000															
	EMS	2023	Ambulance P	\$320,000															
	Paving	2022	Flint Hills Crc	\$2,200,000															
	Paving	2023	Weaver Stree	\$1,350,000															
	Special Stre	2023	Dump Truck	\$100,000															
				\$19,570,000															
	Paving	2024	Overlander R	\$1,500,000															
	Paving	2024	24th Avenue	\$1,250,000															
	Paving	2024	South Avenue	\$1,000,000															
	Paving	2024	Brick Streets																
				\$3,750,000															
	EMS	2025	Ambulance 5	\$350,000															
	Fire	2025	Quint 1 (200'	\$1,950,000															
	Airport	2025	New Hanger	\$1,200,000															
	Paving	2025	Hatcher St (F	\$750,000															
	Paving	2025	18th Ave (Arr	\$1,150,000															
	Special Stre	2025	Street Sweep	\$250,000															
				\$5,650,000															
	Golf Course	2026	Maintenance	\$405,000															
	Park	2026	Park & Zoo M	\$400,000															
				\$805,000															
	Airport	2027	500' Runway	\$2,750,000															

Column1	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18
City of Emporia, Kansas			08/17/2022						
5 year Budget			8/11/22 11:16 AM						
2023-2027									
Revenue Detail and Expenditure Summary									
Cash Basis									
WATERWORKS FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
BEGINNING CASH	\$1,282,341	\$2,036,236	\$2,620,859	\$3,246,906	\$2,785,468	\$1,349,323	(\$1,350,989)	(\$3,709,904)	(\$6,608,500)
REVENUE									
Sale of Water	\$6,021,314	\$6,266,137	\$7,009,923	\$6,293,612	\$6,293,612	\$6,293,612	\$6,293,612	\$6,293,612	\$6,293,612
Service Charge	\$116,643	\$93,954	\$113,879	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Penalties	\$88,150	\$89,198	\$90,357	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Sale of Salvage	(\$2,355)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reimbursed Expense	\$28,151	\$2,641	\$11,018	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Interest on Investment	\$42,340	\$17,213	\$2,176	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Sale of Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from Industrial Development Sales Tax fund	\$976,083	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
B&I to make bond payment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Operating Revenue	\$0	\$1,274,758	\$11,811	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$4,724	\$11,302	\$2,369	\$7,470	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
TOTAL RECEIPTS	\$7,275,049	\$8,105,202	\$7,591,534	\$6,851,082	\$6,845,712	\$6,845,712	\$6,845,712	\$6,845,712	\$6,845,712
EXPENDITURES									
Personnel Services	\$763,033	\$838,409	\$967,937	\$1,043,152	\$1,109,627	\$1,153,904	\$1,199,901	\$1,247,764	\$1,297,541
Vacancy	\$0	\$0	\$0	(\$25,020)	(\$21,507)	(\$22,367)	(\$23,262)	(\$24,193)	(\$25,160)
Maintenance & Repair	\$623,147	\$605,406	\$759,128	\$680,050	\$765,050	\$753,050	\$753,050	\$753,050	\$753,050
Commodities	\$896,855	\$888,377	\$1,025,344	\$1,072,600	\$1,146,350	\$1,146,350	\$1,146,350	\$1,146,350	\$1,146,350
Other Charges	\$176,936	\$173,046	\$179,576	\$244,320	\$246,320	\$251,320	\$257,320	\$262,320	\$268,320
Capital Outlay	\$489,410	\$539,043	\$5,247	\$550,000	\$630,000	\$895,000	\$440,000	\$633,000	\$450,000
Debt Payment	\$1,627,313	\$1,224,728	\$335,051	\$1,474,889	\$2,060,289	\$3,037,539	\$3,124,539	\$3,349,289	\$3,090,451
Stock	(\$12,756)	(\$37,161)	\$672	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Transfer to Project Account	\$245,534	\$1,274,758	\$953,933	\$15,000	\$45,000	\$25,000	\$0	\$70,000	\$20,000
Utilities	\$418,893	\$446,426	\$530,136	\$517,100	\$523,600	\$528,600	\$528,600	\$528,600	\$528,600
Communications	\$40,337	\$26,222	\$28,434	\$43,900	\$44,900	\$44,900	\$44,900	\$44,900	\$44,900
Travel & Training	\$9,885	\$2,668	\$6,287	\$14,250	\$14,250	\$14,250	\$14,250	\$14,250	\$14,250
Contractual Services	\$773,730	\$655,414	\$475,704	\$639,100	\$674,800	\$675,300	\$675,800	\$675,800	\$675,800
Administrative Fee 17%, 16%	\$1,023,449	\$1,064,487	\$1,155,328	\$1,038,178	\$1,038,178	\$1,038,178	\$1,038,178	\$1,038,178	\$1,038,178
Outstanding PO's	(\$561,162)								
Change in Liabilities	\$6,550	(\$181,240)	\$542,709	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$6,521,154	\$7,520,580	\$6,965,487	\$7,312,520	\$8,281,857	\$9,546,024	\$9,204,626	\$9,744,309	\$9,307,280
NET CHANGE IN CASH	\$753,895	\$584,622	\$626,047	(\$461,438)	(\$1,436,145)	(\$2,700,312)	(\$2,358,914)	(\$2,898,597)	(\$2,461,568)
ENDING CASH	\$2,036,236	\$2,620,859	\$3,246,906	\$2,785,468	\$1,349,323	(\$1,350,989)	(\$3,709,904)	(\$6,608,500)	(\$9,070,068)

WATERWORKS FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
Base for reserve calculation	\$6,031,744	\$6,981,537	\$6,960,240	\$6,762,520	\$7,651,857	\$8,651,024	\$8,764,626	\$9,111,309	\$8,857,280
20% reserve amount	\$1,206,349	\$1,396,307	\$1,392,048	\$1,352,504	\$1,530,371	\$1,730,205	\$1,752,925	\$1,822,262	\$1,771,456
Amount over 20% reserve	\$829,888	\$1,224,551	\$1,854,858	\$1,432,964	(\$181,049)	(\$3,081,194)	(\$5,462,829)	(\$8,430,762)	(\$10,841,524)
Percent	33.76%	37.54%	46.65%	41.19%	17.63%	-15.62%	-42.33%	-72.53%	-102.40%
Personnel services includes a 2.5% merit pay increase		5%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4% pay increase effective 7-1-22	Base	9.82	9.82	9.82	9.82	9.82	9.82	9.82	9.82
Admin fee at 16%	Consumptior	18.84	18.84	18.84	18.84	18.84	18.84	18.84	18.84
With \$350,000 from Industrial Dev sales Tax	Total	28.66	28.66	28.66	28.66	28.66	28.66	28.66	28.66
Health insurance benefit percentage change	Change	1.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23-27 Salary 2.5% merit									
10% increase for health insurance	per 1,000 gal	3.77	3.77	3.77	3.77	3.77	3.77	3.77	3.77
Principal Bond Payments	(\$1,350,000)	(\$895,000)	\$0	(\$1,210,000)	(\$1,837,900)	(\$2,855,600)	(\$2,980,600)	(\$3,241,400)	(\$3,016,400)
Depreciation	\$1,171,834	\$1,334,357	\$1,399,907	\$1,450,000	\$1,450,000	\$1,450,000	\$1,450,000	\$1,450,000	\$1,450,000
Capitalized Assets	(\$282,566)	(\$1,695,087)	(\$1,979,318)	(\$550,000)	(\$630,000)	(\$895,000)	(\$440,000)	(\$633,000)	(\$450,000)
Liabilities									
ADJUSTMENTS	(\$460,732)	(\$1,255,730)	(\$579,411)	(\$310,000)	(\$1,017,900)	(\$2,300,600)	(\$1,970,600)	(\$2,424,400)	(\$2,016,400)
Water Distri	2022	Replace 1To	\$50,000						
Water Distri	2022	Hydraulic wa	\$50,000						
Water Plant	2022	4 SCBA units	\$30,000						
Water Plant	2022	Replace 201	\$20,000						
Water Plant	2022	Clarifier Upgr	\$400,000						
			\$550,000						
Water Servi	2022	Replace mete	\$1,000,000						
Water Main	2022	Watermain p	\$0						
			\$1,000,000						
Water Distri	2023	Trailer for Mi	\$5,000						
Water Plant	2023	Actuators for	\$75,000						
Water Plant	2023	Replace one	\$100,000						
Water Plant	2023	Bulk Storage	\$100,000						
Water Main	2023	S. Cottonwo	\$350,000						
			\$630,000						
Water Main	2023	Watermain p	\$0						
Water Main	2023	Weaver St (U	\$800,000						
			\$800,000						

WATERWORKS FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	Water Plant	2024	Containment	\$140,000					
	Water Plant	2024	Replace 198	\$140,000					
	Water Plant	2024	Anthracite Re	\$15,000					
	Water Plant	2024	Piping for sta	\$500,000					
	Water Plant	2024	Replace 1-30	\$100,000					
				\$895,000					
	Water Main	2024	Rural St (E W	\$850,000					
	Water Plant	2025	Sludge dewa	\$3,000,000					
	Water Plant	2025	VFD at High	\$50,000					
	Water Plant	2025	Replace 2-25	\$40,000					
	Water Main	2025	S. Union to S	\$350,000					
				\$440,000					
	Water Distri	2026	15 Yd Dump	\$120,000					
	Water Plant	2026	Two filter to v	\$25,000					
	Water Plant	2026	Tractor with l	\$45,000					
	Water Plant	2026	VFD at River	\$75,000					
	Water Plant	2026	Rehab drive s	\$18,000					
	Water Main	2026	Sylvan to Eas	\$350,000					
				\$633,000					
	Water Main	2027	Sylvan to Eas	\$450,000					
	Water Plant	2027	Presed Basir	\$7,000,000					
	Water Main	2028	Sylvan to Eas	\$350,000					
	Water Main	2021	Watermain p	\$880,000					
	Water Main	2021	Watermain p	\$1,285,000					
	Water Main	2022	Watermain p	\$315,000					
	Water Plant	2023	12th Avenue	\$1,100,000					
	Water Main	2022	Watermain p	\$2,700,000					
	Water Main	2023	Watermain p	\$2,550,000					
	Water Main	2023	Watermain p	\$1,280,000					
	Water Main	2024	Watermain p	\$1,750,000					
	Water Main	2025	Watermain p	\$1,940,000					
	Water Main	2025	Watermain p	\$575,000					
	Water Main	2026	Watermain p	\$2,703,000					
				\$17,078,000					

Column1	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18
City of Emporia, Kansas			08/17/2022						
5 year Budget			8/11/22 11:16 AM						
2023-2027									
Revenue Detail and Expenditure Summary									
Cash Basis									
WASTE WATER FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
BEGINNING CASH	\$2,458,832	\$2,058,230	\$2,606,765	\$2,351,302	\$2,179,713	\$1,452,175	\$1,029,065	(\$146,249)	(\$1,647,768)
REVENUE									
Sales/Charges	\$5,036,750	\$5,299,292	\$5,604,381	\$5,900,000	\$5,900,000	\$5,900,000	\$5,900,000	\$5,900,000	\$5,900,000
Extra Strength Surcharge	\$70,964	\$108,556	\$123,584	\$107,900	\$107,900	\$107,900	\$107,900	\$107,900	\$107,900
Interest on Investment	\$58,260	\$14,826	\$1,708	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
New system Taps		\$827	\$1,300	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Sale of Bonds									
Transfer from Multi Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B&I to make bond payment	\$0	\$500,000		\$0	\$0	\$0	\$0	\$0	\$0
Non Operating	\$280,000								
Miscellaneous	(\$512,273)	\$59,603	(\$2,181)	\$10,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TOTAL RECEIPTS	\$4,933,701	\$5,983,104	\$5,728,792	\$6,021,400	\$6,012,900	\$6,012,900	\$6,012,900	\$6,012,900	\$6,012,900
EXPENDITURES									
Personnel Services	\$748,940	\$781,653	\$841,257	\$998,347	\$1,106,158	\$1,150,223	\$1,196,051	\$1,243,712	\$1,293,279
Vacancy	\$0	\$0	\$0	(\$18,571)	(\$19,806)	(\$20,598)	(\$21,422)	(\$22,279)	(\$23,170)
Maintenance & Repair	\$707,588	\$151,600	\$222,752	\$349,750	\$385,250	\$385,250	\$385,250	\$385,250	\$385,250
Commodities	\$147,321	\$142,302	\$214,444	\$286,750	\$259,250	\$259,250	\$259,250	\$259,250	\$259,250
Other Charges	\$131,457	\$129,302	\$153,916	\$181,850	\$185,850	\$188,850	\$191,850	\$194,850	\$196,850
Capital Outlay	\$263,985	\$317,711	\$56,245	\$230,000	\$493,000	\$350,000	\$730,000	\$495,000	\$0
Debt Payment	\$2,046,991	\$2,751,933	\$2,562,638	\$2,703,813	\$2,881,585	\$2,587,384	\$2,995,085	\$3,507,985	\$3,543,383
Transfer to Project fund	\$9,333	\$72,444	\$617,004	\$15,000	\$0	\$85,000	\$0	\$0	\$20,000
Utilities	\$495,598	\$489,542	\$549,126	\$521,500	\$522,500	\$523,500	\$524,500	\$524,500	\$524,500
Communications	\$22,751	\$19,282	\$22,222	\$28,600	\$29,600	\$29,600	\$29,600	\$29,600	\$29,600
Travel & Training	\$3,797	\$696	\$4,069	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
Contractual Services	\$226,403	\$151,412	\$276,174	\$280,450	\$281,550	\$282,050	\$282,550	\$281,050	\$281,050
Administrative Fee Flat	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000
Outstanding PO's	(\$149,218)								
Change in Liabilities	\$69,356	(\$183,308)	(\$145,593)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$5,334,303	\$5,434,568	\$5,984,255	\$6,192,989	\$6,740,438	\$6,436,010	\$7,188,214	\$7,514,418	\$7,125,493
NET CHANGE IN CASH	(\$400,602)	\$548,535	(\$255,463)	(\$171,589)	(\$727,538)	(\$423,110)	(\$1,175,314)	(\$1,501,518)	(\$1,112,593)
ENDING CASH	\$2,058,230	\$2,606,765	\$2,351,302	\$2,179,713	\$1,452,175	\$1,029,065	(\$146,249)	(\$1,647,768)	(\$2,760,360)
Base for reserve calculation	\$5,070,317	\$5,116,857	\$5,928,010	\$5,962,989	\$6,247,438	\$6,086,010	\$6,458,214	\$7,019,418	\$7,125,493
20% Cash Reserve amount	\$1,014,063	\$1,023,371	\$1,185,602	\$1,192,598	\$1,249,488	\$1,217,202	\$1,291,643	\$1,403,884	\$1,425,099
Amount over 20% Cash Reserve	\$1,044,166	\$1,583,394	\$1,165,700	\$987,115	\$202,687	(\$188,137)	(\$1,437,892)	(\$3,051,651)	(\$4,185,459)

WASTE WATER FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
Percentage	40.59%	50.94%	39.66%	36.55%	23.24%	16.91%	-2.26%	-23.47%	-38.74%
Personnel services includes a 2.5% merit pay increase	10.00%	10.00%	0.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4% pay increase effective 7-1-22	Base	20.12	20.12	21.33	21.33	21.33	21.33	21.33	21.33
Admin fee is set at \$610,000	Consumption	19.57	19.57	20.74	20.74	20.74	20.74	20.74	20.74
Health insurance benefit percentage change	Total	39.69	39.69	42.07	42.07	42.07	42.07	42.07	42.07
10% increase for health insurance	Difference	3.61	-	2.38	-	-	-	-	-
23-27 Salary 2.5% merit									
	per 1,000 gal	3.91	3.91	4.14	4.14	4.14	4.14	4.14	4.14
Depreciation	\$1,005,412	\$1,958,791	\$2,014,563	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205
Principal Bond Payments	(\$1,492,446)	(\$2,132,056)	\$1,981,720	(\$2,098,453)	(\$2,329,592)	(\$2,065,779)	(\$2,504,726)	(\$3,049,643)	(\$3,085,041)
Capitalized Assets	(\$1)	(\$1,785,516)	(\$1,071,769)	(\$230,000)	(\$493,000)	(\$350,000)	(\$730,000)	(\$495,000)	\$0
Change in Liabilities									
ADJUSTMENTS	(\$487,034)	(\$1,958,781)	\$2,924,514	(\$203,248)	(\$697,387)	(\$290,574)	(\$1,109,521)	(\$1,419,438)	(\$959,836)
	Sewer Main	2022	1Ton Water	\$50,000					
	Sewer Main	2022	Replace Lift	\$80,000					
	Sewer Main	2022	Trailer for m	\$5,000					
	Waste Water	2022	Replace Joh	\$25,000					
	Waste Water	2022	Replace met	\$50,000					
	Waste Water	2022	John Deere	\$20,000					
				\$230,000					
	Water Servi	2022	Water meter	\$1,000,000					
	Sewer Main	2023	Lift Station #	\$1,700,000					
	Sewer Main	2023	Lift Station #	\$500,000					
	Sewer Main	2023	South Arund	\$500,000					
	Waste Water	2023	Add Second	\$1,750,000					
				\$4,450,000					
	Sewer Main	2023	New sanitary	\$83,000					
	Waste Water	2023	Replace Roc	\$60,000					
	Waste Water	2023	Upgrade pla	\$350,000					
				\$493,000					
	Sewer Main	2024	Lift Station #	\$500,000					
	Sewer Main	2024	Repair or rep	\$1,000,000					
	Sewer Main	2024	Realign sew	\$4,000,000					

WASTE WATER FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
				\$5,500,000					
	Sewer Main	2024	Sewer Main	\$350,000					
				\$350,000					
	Sewer Main	2025	Sewer Main	\$175,000					
	Sewer Main	2025	Replace Lift	\$110,000					
	Sewer Main	2025	I&I Study	\$200,000					
	Sewer Main	2025	Add Fiber to	\$45,000					
	Waste Water	2025	Replace UV	\$200,000					
				\$730,000					
	Waste Water	2025	Add second	\$7,000,000					
	Sewer Main	2026	15 Yd Dump	\$120,000					
	Sewer Main	2026	Sewer Main	\$175,000					
	Sewer Main	2026	Replace LS	\$100,000					
	Waste Water	2026	Clear trees a	\$100,000					
				\$495,000					
	Waste Water	2027	Raise, concr	\$3,000,000					

Column1	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18
City of Emporia, Kansas			08/17/2022						
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2023-2027									
Revenue Detail and Expenditure Summary									
Cash Basis									
SOLID WASTE DISPOSAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	Estimated	2023	2024	2025	2026	2027
BEGINNING CASH	\$2,447,244	\$3,110,960	\$3,573,195	\$4,002,114	\$3,478,332	\$2,697,304	\$2,030,142	\$1,019,541	\$330,562
REVENUE									
County Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loss on Sale of Assets	(\$157,970)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Investments	\$73,647	\$20,595	\$2,276	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
Trf from Health Ins - Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Resale of Recyclables	\$71,238	\$93,356	\$181,252	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Box Container Fees	\$1,565,415	\$1,697,825	\$1,936,847	\$1,920,000	\$1,920,000	\$1,920,000	\$1,920,000	\$1,920,000	\$1,920,000
Landfill Fees	\$562,406	\$593,564	\$537,818	\$508,000	\$508,000	\$508,000	\$508,000	\$508,000	\$508,000
Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$17,578	\$31,546	\$19,000	\$4,868	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
TOTAL RECEIPTS	\$5,119,252	\$5,215,101	\$5,700,579	\$5,575,544	\$5,575,476	\$5,575,476	\$5,575,476	\$5,575,476	\$5,575,476
EXPENDITURES									
Personnel Services	\$1,641,135	\$1,834,321	\$1,856,088	\$2,001,643	\$2,109,909	\$2,194,183	\$2,281,828	\$2,372,979	\$2,467,776
Vacancy	\$0	\$0	\$0	(\$38,856)	(\$40,995)	(\$42,635)	(\$44,341)	(\$46,114)	(\$47,959)
Maintenance & Repair	\$151,511	\$191,335	\$286,358	\$276,500	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Commodities	\$246,657	\$191,128	\$274,739	\$388,400	\$482,900	\$482,900	\$482,900	\$482,900	\$482,900
Other Charges	\$75,675	\$121,801	\$133,708	\$177,730	\$183,930	\$187,930	\$192,930	\$197,930	\$202,930
Capital Outlay	\$739,338	\$458,623	\$481,908	\$604,250	\$624,000	\$423,000	\$675,000	\$259,000	\$418,000
Trf to Project fund	\$55,564	\$0	\$0	\$44,000	\$0	\$0	\$0	\$0	\$0
Utilities	\$44,152	\$38,914	\$41,941	\$51,550	\$54,550	\$54,550	\$54,550	\$54,550	\$54,550
Communications	\$34,380	\$27,618	\$37,454	\$47,700	\$49,700	\$49,700	\$49,700	\$49,700	\$49,700
Travel & Training	\$3,078	\$588	\$1,607	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750
Contractual Services	\$1,368,648	\$1,343,657	\$1,428,981	\$1,674,800	\$1,720,900	\$1,721,400	\$1,721,900	\$1,721,900	\$1,721,900
Administrative Fee 17%, 16%	\$858,055	\$820,683	\$870,040	\$862,860	\$862,860	\$862,860	\$862,860	\$862,860	\$862,860
Outstanding PO's	(\$207,406)								
Change in Liabilities	(\$555,251)	(\$275,801)	(\$141,164)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$4,455,536	\$4,752,866	\$5,271,660	\$6,099,327	\$6,356,504	\$6,242,638	\$6,586,078	\$6,264,455	\$6,521,407
NET CHANGE IN CASH	\$663,716	\$462,234	\$428,920	(\$523,782)	(\$781,028)	(\$667,162)	(\$1,010,601)	(\$688,979)	(\$945,931)

SOLID WASTE DISPOSAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
ENDING CASH	\$3,110,960	\$3,573,195	\$4,002,114	\$3,478,332	\$2,697,304	\$2,030,142	\$1,019,541	\$330,562	(\$615,368)
Base for reserve calculation	\$3,716,198	\$4,294,244	\$4,789,752	\$5,495,077	\$5,732,504	\$5,819,638	\$5,911,078	\$6,005,455	\$6,103,407
20% cash reserve amount	\$743,240	\$858,849	\$957,950	\$1,099,015	\$1,146,501	\$1,163,928	\$1,182,216	\$1,201,091	\$1,220,681
Amount over 20% Cash Reserve	\$2,367,721	\$2,714,346	\$3,044,164	\$2,379,317	\$1,550,803	\$866,215	(\$162,675)	(\$870,529)	(\$1,836,050)
Percentage	83.71%	83.21%	83.56%	63.30%	47.05%	34.88%	17.25%	5.50%	-10.08%
Personnel services includes a 2.5% merit pay increase									
4% pay increase effective 7-1-22	P&L	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R
Admin fee at 16%	5%	0%	0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Tree trimming program to \$25,000	Poly cart	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58
Health insurance benefit percentage change	Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Landfill	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46
23-27 Salary 2.5% merit	Roll off - CD	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27
10% increase for health insurance	Roll off - Trash	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01
Principal Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$335,122	\$389,418	\$392,526	\$445,000	\$445,000	\$445,000	\$445,000	\$445,000	\$445,000
Capitalized Assets	(\$515,558)	(\$238,347)	(\$467,157)	(\$604,250)	(\$624,000)	(\$423,000)	(\$675,000)	(\$259,000)	(\$418,000)
Change in Liabilities									
ADJUSTMENTS	(\$180,436)	\$151,071	(\$74,630)	(\$159,250)	(\$179,000)	\$22,000	(\$230,000)	\$186,000	\$27,000
	Collections	2022	Roll-Off Truck	\$200,000					
	Collections	2022	Grapple Truck	\$165,000					
	Recycling Ce	2022	Skid Mounted	\$24,250					
	Transfer Sta	2022	Design & Pre	\$65,000					
	Transfer Sta	2022	Tandem Axle	\$150,000					
				\$604,250					
	Collections	2023	Automated Re	\$299,000					
	Recycling Ce	2023	Side by Side	\$25,000					
	Transfer Sta	2023	Construction	\$300,000					
				\$624,000					
	Collections	2024	Roll-Off Truck	\$218,000					
	Transfer Sta	2024	Backhoe with	\$205,000					

SOLID WASTE DISPOSAL FUND									
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
				\$423,000					
	Collections	2025	Automated side	\$300,000					
	Recycling Center	2025	Automated side	\$300,000					
	Transfer Station	2025	Rehab Sanitary	\$75,000					
				\$675,000					
	Collections	2026	Roll-off truck	\$212,000					
	Recycling Center	2026	Fork Lift Repl	\$47,000					
				\$259,000					
	Collections	2027	Rear-Load Tr	\$288,000					
	Recycling Center	2027	Horizontal Ba	\$130,000					
				\$418,000					

Column1	Column2	Column3	Column4	Column5	Column6	Column7
City of Emporia, Kansas					08/17/2022	
5 year Budget					8/11/22 11:16 AM	
2023-2027						
Revenue Detail and Expenditure Summary						
Equipment Reserve Fund						
	2022	Budget	Budget	Budget	Budget	Budget
	Estimated	2023	2024	2025	2026	2027
Beginning cash balance	\$0	\$334,000	\$325,971	\$544,521	\$267,128	\$328,096
Revenue						
Transfer from General	\$260,000	\$264,500	\$282,300	\$257,800	\$404,300	\$257,000
Transfer from Special Street			\$145,000		\$50,000	
Transfer from Water	\$15,000	\$45,000	\$25,000	\$0	\$70,000	\$20,000
Transfer from Waste Water	\$15,000		\$85,000			\$20,000
Transfer from Solid Waste	\$44,000					
Estimated revenue from vehicle sales		\$107,500	\$170,550	\$112,444	\$168,350	\$257,700
TOTAL RECEIPTS	\$334,000	\$309,500	\$707,850	\$257,800	\$692,650	\$554,700
EXPENDITURES						
Enterprise Leasing Payment		\$317,529	\$489,300	\$535,193	\$631,682	\$701,680
TOTAL EXPENDITURES	\$0	\$317,529	\$489,300	\$535,193	\$631,682	\$701,680
Revenue less Expenses	\$334,000	(\$8,029)	\$218,550	(\$277,393)	\$60,968	(\$146,980)
Ending Cash Balance	\$334,000	\$325,971	\$544,521	\$267,128	\$328,096	\$181,116
<u>Department</u>	<u>Year</u>	<u>Description</u>	<u>Amount</u>			
Police	2022	2 Patrol vehic	\$120,000			
EMS	2022	EMS Pickup	\$50,000			
Code Services	2022	Pickup or car	\$35,000			
Park	2022	1 ton dump b	\$55,000			
Water Distribution	2022	Pick up 1/2 td	\$15,000			
Sewer Maintenance	2022	Pick up 1/2 td	\$15,000			
Recycling Center	2022	1 ton pickup,	\$44,000			
Airport	2023	Replace 199	\$0			
Code Services	2023	Pickup or car	\$37,500			
Police	2023	3 Patrol Vehi	\$177,000			
Fire	2023	Explorer Inter	\$50,000			
Water Plant	2023	Replace 200	\$45,000			
Airport	2024	Replace 201	\$0			
Code Services	2024	Pickup or car	\$40,000			
Police	2024	3 Patrol Vehi	\$182,300			
EMS	2024	Expedition (2	\$60,000			
Shop	2024	Shop Vehicle	\$0			
Special Street	2024	1/2 ton picku	\$70,000			
Sign & Marking	2024	Replace 201	\$75,000			
Water Distribution	2024	Replace 1/2 t	\$25,000			
Sewer Maintenance	2024	Replace 1/2 t	\$25,000			
Waste Water Plant	2024	Replace 200	\$60,000			
Code Services	2025	Pickup or car	\$40,000			
Police	2025	3 Patrol vehic	\$187,800			
Engineering	2025	Replace Engi	\$30,000			
Code Services	2026	Pickup or car	\$40,000			
Police	2026	3 Patrol Vehi	\$193,400			
Park	2026	1 ton dump b	\$65,000			
Zoo	2026	3/4 ton truck	\$65,900			
Zoo	2026	Van (Used V	\$40,000			
Special Street	2026	1 Ton 4x4 Pic	\$50,000			
Water Service	2026	2 Water Serv	\$70,000			
Park	2027	3/4 ton dump	\$62,000			
Police	2027	3 Patrol Vehi	\$195,000			
Water Distribution	2027	Mid-size pick	\$20,000			
Sewer Maintenance	2027	Mid-Size pick	\$20,000			

Column1	Column2	Column3	Column4	Column5	Column6	Column7
City of Emporia, Kansas					08/17/2022	
5 year Budget					8/11/22 11:16 AM	
2023-2027						
Revenue Detail and Expenditure Summary						
Storm Water						
	2022	Budget	Budget	Budget	Budget	Budget
	Estimated	2023	2024	2025	2026	2027
Beginning cash balance	\$0	\$0	(\$2,308,304)	(\$1,866,608)	(\$1,424,912)	(\$983,216)
Revenue						
Storm Water Fee	\$0	\$441,696	\$441,696	\$441,696	\$441,696	\$441,696
TOTAL RECEIPTS	\$0	\$441,696	\$441,696	\$441,696	\$441,696	\$441,696
EXPENDITURES						
Becker Addition Drainage Ditch Engineering and construction		\$2,750,000				
Upgrade to 12" pipe on Rural & State St		\$750,000				
Randolph & Washington		\$275,000				
W Side of Prairie (US 50 to 7th)			\$250,000			
W 18th Ave & EHS Pond				\$400,000	\$1,500,000	
Williby Ave						
TOTAL EXEPENDITURES	\$0	\$2,750,000	\$0	\$0	\$0	\$0
Revenue less Expenses	\$0	(\$2,308,304)	\$441,696	\$441,696	\$441,696	\$441,696
Ending Cash Balance	\$0	(\$2,308,304)	(\$1,866,608)	(\$1,424,912)	(\$983,216)	(\$541,520)
36,800 ERUs charged \$1.00 per month						
Storm Water	2023	Becker Ad	\$2,750,000			
Storm Water	2023	Upgrade to	\$750,000			
Storm Water	2023	Randolph	\$275,000			
Storm Water	2024	W Side of	\$250,000			
Storm Water	2025	W 18th Av	\$400,000			
Storm Water	2026	Williby Ave	\$1,500,000			
			\$4,425,000			

City of Emporia, Kansas						08/17/2022
5 Year Budget						8/11/22 11:16 AM
Ad Valorem Tax Requirements and Mill Levies						

2022	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
FUND	TAX	DELINQUENT	TAX	YEAR	YEAR	
	REQUIREMENTS	TAXES	REQUIREMENT	LEVY	MILL LEVY	DIFFERENCE
GENERAL	\$4,979,844.00	\$149,395.32	\$5,129,239.32	27.817	27.817	0.000
LIBRARY	\$903,802.35	\$27,114.07	\$930,916.42	4.989	4.986	-0.003
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.006	0.006	0.000
BOND&INTEREST	\$1,787,969.40	\$53,639.08	\$1,841,608.48	9.988	9.988	0.000
TOTAL	\$7,672,615.75	\$230,178.47	\$7,902,794.22	42.800	42.797	-0.003
Assessed Valuation		186,351,225.00	Percentage Change of Mill Levy			-0.01%
	Prior Year Valuation	\$186,351,225.00				
	Delinquency %	0.0300				

2023	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
FUND	TAX REQUIREMENTS	DELINQUENT TAXES	TAX REQUIREMENT	YEAR LEVY	YEAR MILL LEVY	DIFFERENCE
GENERAL	\$5,440,502.00	\$163,215.06	\$5,603,717.06	27.800	27.817	0.017
LIBRARY	\$977,638.75	\$29,329.16	\$1,006,967.91	4.996	4.989	-0.007
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.005	0.006	0.000
BOND&INTEREST	\$1,957,077.50	\$58,712.33	\$2,015,789.83	10.000	9.988	-0.012
TOTAL	\$8,376,218.25	\$251,286.55	\$8,627,504.80	42.800	42.800	-0.001
Assessed Valuation		201,574,863.00	Percentage Change of Mill Levy			0.00%
	Prior Year Valuation	\$186,351,225.00				
	Delinquency %	0.0300				

2024	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
FUND	TAX REQUIREMENTS	DELINQUENT TAXES	TAX REQUIREMENT	YEAR LEVY	YEAR MILL LEVY	DIFFERENCE
GENERAL	\$5,603,533.00	\$168,105.99	\$5,771,638.99	27.799	27.800	0.001
LIBRARY	\$1,006,967.91	\$30,209.04	\$1,037,176.95	4.996	4.996	0.000
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.005	0.005	0.000
BOND&INTEREST	\$2,015,981.83	\$60,479.45	\$2,076,461.28	10.001	10.000	-0.001
TOTAL	\$8,627,482.74	\$258,824.48	\$8,886,307.22	42.800	42.800	0.000
Assessed Valuation		207,622,108.89	Percentage Change of Mill Levy			0.00%
	Prior Year Valuation	\$201,574,863.00				
	Delinquency %	0.0300				

2025	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
	TAX	DELINQUENT	TAX	YEAR	YEAR	
FUND	REQUIREMENTS	TAXES	REQUIREMENT	LEVY	MILL LEVY	DIFFERENCE
GENERAL	\$5,771,699.00	\$173,150.97	\$5,944,849.97	27.799	27.799	0.000
LIBRARY	\$1,037,176.95	\$31,115.31	\$1,068,292.26	4.996	4.996	0.000
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.005	0.005	0.000
BOND&INTEREST	\$2,076,399.90	\$62,292.00	\$2,138,691.90	10.001	10.001	0.000
TOTAL	\$8,886,275.85	\$266,588.28	\$9,152,864.13	42.800	42.800	0.000
Assessed Valuation		213,850,772.16	Percentage Change of Mill Levy			0.00%
	Prior Year Valuation	\$207,622,108.89				
	Delinquency %	0.0300				

Column1	Column2	Column3	Column4
	42.8 Mills	44 Mills	45 Mills
General Fund			
	Budget	Budget	Budget
	2023	2023	2023
Beginning Cash Balance	4,628,095	4,628,095	4,628,095
REVENUE			
Ad Valorem Property Tax	5,440,502	5,675,305	5,871,002
Sales Tax	8,992,800	8,992,800	8,992,800
Franchise Tax	2,814,536	2,814,536	2,814,536
Other Taxes	731,188	731,188	731,188
Intergovernmental Taxes	333,006	333,006	333,006
Licenses & Permits	267,950	267,950	267,950
Charges for Services	2,105,903	2,105,903	2,105,903
Fines & Fees	542,300	542,300	542,300
Use of Property and Money	161,996	161,996	161,996
Reimbursements	155,756	155,756	155,756
Misc. Rev. - Administrative Transfers 16%	2,543,938	2,543,938	2,543,938
Operating Revenues	200	200	200
TOTAL RECEIPTS	24,090,076	24,324,879	24,520,576
EXPENDITURES			
Administration	1,188,807	1,188,807	1,188,807
Accounting/HR	433,166	433,166	433,166
IT	352,980	352,980	352,980
Police	4,442,803	4,442,803	4,442,803
Animal Control	242,734	242,734	242,734
Fire	3,017,744	3,017,744	3,017,744
EMS	3,587,447	3,587,447	3,587,447
Building & Neighborhood Development	842,956	842,956	842,956
Municipal Court	598,992	598,992	598,992
Engineering	553,513	553,513	553,513
Street	60,000	60,000	60,000
Golf Course	857,000	857,000	857,000
Park	1,193,800	1,193,800	1,193,800
Zoo	710,678	710,678	710,678
Civic Auditorium	1,070,297	1,070,297	1,070,297
Shop	136,071	136,071	136,071
Street Lighting	377,400	377,400	377,400
Appropriations	113,000	113,000	113,000
Airport	844,712	844,712	844,712

Parking Facility	25,800	25,800	25,800
Transfers - County Wide Sales Tax	3,060,000	3,060,000	3,060,000
Transfer to Industrial Development Sales Tax	925,000	925,000	925,000
Transfer to Equipment Reserve	264,500	264,500	264,500
Transfer to Projects	40,000	40,000	40,000
Salary Contingency	(280,252)	(280,252)	(280,252)
Assume expenditures at 99%	(206,499)	(206,499)	(206,499)
TOTAL EXPENDITURES	24,452,649	24,452,649	24,452,649
Revenue less expenses	(362,574)	(127,771)	67,926
Ending Cash Balance	4,265,521	4,500,324	4,696,021
Base for Reserve calculation	20,163,149	20,163,149	20,163,149
15% Reserve	3,024,472	3,024,472	3,024,472
Amount over 15% Reserve	1,241,048	1,475,851	1,671,548
Percentage	21.16%	22.32%	23.29%

Column5	Column6	Column7	Column8
	42.8 Mills	44 Mills	45 Mills
	Budget	Budget	Budget
	2027	2027	2027
	1,870,866	2,854,163	3,671,719
	6,123,384	6,387,566	6,607,833
	9,989,661	9,989,661	9,989,661
	3,114,821	3,114,821	3,114,821
	731,188	731,188	731,188
	372,509	372,509	372,509
	268,950	268,950	268,950
	2,105,903	2,105,903	2,105,903
	542,300	542,300	542,300
	167,996	167,996	167,996
	168,045	168,045	168,045
	2,543,938	2,543,938	2,543,938
	200	200	200
	26,128,895	26,393,077	26,613,344
	1,362,622	1,362,622	1,362,622
	499,641	499,641	499,641
	386,431	386,431	386,431
	5,115,703	5,115,703	5,115,703
	263,193	263,193	263,193
	3,403,055	3,403,055	3,403,055
	3,940,890	3,940,890	3,940,890
	947,581	947,581	947,581
	663,891	663,891	663,891
	695,795	695,795	695,795
	60,000	60,000	60,000
	1,030,634	1,030,634	1,030,634
	1,336,994	1,336,994	1,336,994
	767,292	767,292	767,292
	1,159,209	1,159,209	1,159,209
	158,024	158,024	158,024
	408,510	408,510	408,510
	88,000	88,000	88,000
	885,257	885,257	885,257

26,641	26,641	26,641
3,312,242	3,312,242	3,312,242
925,000	925,000	925,000
257,000	257,000	257,000
40,000	40,000	40,000
(327,855)	(327,855)	(327,855)
(231,994)	(231,994)	(231,994)
27,173,755	27,173,755	27,173,755
(1,044,860)	(780,678)	(560,411)
826,006	2,073,485	3,111,308
22,639,513	22,639,513	22,639,513
3,395,927	3,395,927	3,395,927
(2,569,921)	(1,322,442)	(284,619)
3.65%	9.16%	13.74%