MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, NOVEMBER 2, 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 Jaime Sauder

PROCLAMATIONS

Recognizing November 26th as Small Business Saturday in Emporia.
To Accept Casey Woods, Director, and Jessica Buchholtz, Community Development Coordinator for Emporia Main Street.

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) **Purchase of Automated Solid Waste Collections Truck from Key Equipment in the Amount of $354,439.00.**
Presented by: Dean Grant, Director of Public Works
Recommended Action: Approve the Purchase of an Automated Solid Waste Collections Truck from Key Equipment in the amount of $354,439.00.

2) **KDOT CCLIP SP Award for Mill and Overlay on US-50 from Graphic Arts Road to Prairie Street Project.**
Presented by: Jim Ubert, City Engineer
Recommended Action: Accept KDOT CCLIP SP Award for the Mill and Overlay on US-50 from Graphic Arts Road to Prairie Street Project.

3) **Public Hearing for the Creation of a Community Improvement District for Emporia Land Development, LLC.**
Presented by: Christina Montgomery, City Attourney
Recommended Action: Conduct Public Hearing for the Creation of a Community Improvement District for Emporia Land Development, LLC.

4) **Ordinance No. 22-47 Implementing the Additional 1% Community Improvement District Sales Tax for Emporia Land Development, LLC.**

Presented by: Christina Montgomery, City Attourney

Recommended Action: Approve Ordinance No. 22-47 Implementing the Additional 1% Community Improvement District Sales Tax for Emporia Land Development, LLC.

5) **Ordinance No. 22-48 Pertaining to Animals.**

Presented by: Christina Montgomery, City Attourney

Recommended Action: Approve Ordinance No. 22-48 Pertaining to Animals.

6) **Licensing Agreement with 700 Block LLC for Property Located at 714 Commercial Street.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve Licensing Agreement with 700 Block LLC for Property Located at 714 Commercial Street.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Consent Agenda List.
2) City Commission Meeting Minutes for October 19, 2022.
3) Ratification and Approval of the Payroll Ordinances for the period ending October 21, 2022.
4) H.W. Lochner Airport Runway Extension Design Supplemental Agreement No. 2 for the amount of $34,400.00.
5) S.R. Coffman Construction License Agreement for Property Located at 301 Peyton Street.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

1) Informational Items

GOVERNING BODY COMMENTS

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

EXECUTIVE SESSION

1) THE CITY COMMISSION REQUESTS AN EXECUTIVE SESSION FOR CONSULTATION WITH AN ATTORNEY FOR THE PUBLIC BODY OR AGENCY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP. K.S.A. 75-4319(B)(2) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

   Recess into executive session for consultation with the City Attorney for 15 minutes regarding a privileged attorney-client matter and stating at which time and location the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

1) Discuss Time Change of City Commission Meeting on November 16, 2022.
2) Presentation of CodeRED Mass Notification System.
3) Discuss Purchasing Policy.

ADJOURNMENT

EMPORIA
City of Emporia

PROCLAMATION

WHEREAS, the small locally owned businesses of Emporia are vital to our city's economic health, and contribute to our unique and vibrant community character; and WHEREAS, the U.S. Small Business Administration states that small businesses create 65% of net new local jobs; and

WHEREAS, with every $100 spent at a small local retailer, $68 will return to the community through taxes, payroll, and donations to local schools and charities; and

WHEREAS, public awareness of the contributions made by Emporia local businesses is the key to sustaining a healthy business climate, and the people of Emporia are grateful to the small locally owned businesses of Emporia for their generous contribution to the quality of life we all enjoy; and

WHEREAS, we join American Express, Main Street America, Kansas Main Street, and Emporia Main Street in supporting America's locally owned Small Businesses.

NOW, THEREFORE, I, Becky Smith, Mayor of the City of Emporia, Kansas, do hereby proclaim Saturday, November 26, 2022, as

Small Business Saturday

in the city of Emporia, Kansas, and urge all residents of the Emporia area to join the rest of America and do a portion of their holiday shopping at small locally owned businesses.

On this 2nd Day of November 2022

ATTEST:

____
Becky Smith, Mayor

____
Kerry Sull, City Clerk

Commission Action Report

Title: Purchase of Automated Solid Waste Collections Truck from Key Equipment in the Amount of $354,439.00.

Proposed Agenda Date: November 2, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:
Solid Waste Collections currently has a 2013 truck with a Mack Chassis and a New Way Automated Body, that has 56,816 miles and 12,236 hours. Staff would like to purchase a new Crane Carrier chassis with a Labrie, Automizer Side Loader Refuse body, from Key Equipment through a Sourcewell cooperative purchasing contract. Collections has the current fleet on a 10-year rotation to get the best return on the investment in our trucks. The estimated delivery for the new truck is late 2023.

DISCUSSION:
Staff would like to purchase a Crane Carrie chassis with Labrie automated body for Solid Waste Collections in the amount of $354,439.00.

FINANCIAL CONSIDERATIONS:
The cost of the truck purchase will be paid for out of the Solid Waste Fund.

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Approve the purchase of a new automated solid waste truck from Key Equipment, in the amount of $354,439.00.

ATTACHMENTS:
Key Equipment Truck Quotation.

KEY EQUIPMENT & SUPPLY CO.

Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
918-809-8011

Sourcewell

labrie

August 24, 2022

Keith Senn, Solid Waste Supervisor
City of Emporia
1220 Hatcher
Emporia, KS 66801

Sourcewell Member #:**137227**
Sourcewell Contract #:**091219-LEG**

Keith,

Key Equipment & Supply Company is pleased to present a proposal for a new Labrie Automizer automated straight frame side loader with Right Hand automated arm on curbside as follows:

ONE 2023 22 Cubic Yard Labrie, Automizer Side Loader Refuse Body With All Standard Features Plus the Following:

6.5 cubic yard, partially enclosed hopper
Grab Pack (programmable packing cycles after cart pick up)
Multi-cycle timer, 2 to 8 packing cycles
Denison T6DC front pump hydraulic system - work at idle
In cab packer controls
LED body lights
All circuit breakers, no fuses
Plus the following product enhancements:
Heavy-Duty Right Hand automated arm grabber
Crusher panel
Hopper floor liner: additional ¼" AR 450 Steel
Spill shield
Alarm for low level /high temperature hydraulic oil
Automatic pump shut off at 32 MPH
High pressure hydraulic oil filter
Grabber counting device (counts number of carts dumped)
LED back up lights on rear adjacent to back up camera
LED work light pointed at arm
Two LED alternating amber strobe lights on upper tailgate
Two LED alternating amber strobe lights on front of body
Additional red central brake light and stop tail lights in upper tailgate light bar
Dual 3rd Eye camera system with reverse and hopper cameras
20 lb. fire extinguisher
Broom & shovel with holder
Centralized grease points for follower panels and rollers
Centralized grease points for packer panel rails

Remote chassis air tank drains

Painted white

Body warranty: 1 year after customer in service date.

Pricing:	
2023 Labrie Automizer Body Price:	**$ 317,500.00**
Sourcewell Discount 51%:	**$ 161,925.00**
Subtotal Body:	**$ 155,575.00**
Material Surcharge:	**$ 4,600.00**
Base Price:	**$ 160,175.00**
Freight from Canada:	**$ 6,500.00**
Local PDI, Delivery, and Training:	**$ 1,100.00**
Body Invoice Amount:	**$ 167,775.00**
2023 CCC Model LET/2 Chassis	**$ 186,664.00**
Total Invoice Amount for Complete Unit:	**$ 354,439.00**

Lifetime training for all new operators
Delivery in 120 days A.R.C.
Chassis delivery in approximately 9 months A.R.O.
Complete unit delivery in approximately 13 months A.R.O.

We appreciate your business and look forward to working with you to provide the highest quality, most efficient refuse collection vehicles and accessories. Thank you again for the opportunity to be of service to City of Emporia!

Yours truly,

Steven Hyink, President
Key Equipment & Supply Co.

BATTLE MOTORS

CCC

A BATTLE MOTORS COMPANY

Order Entry Form

2022 Pricing D

Sales Region: Zone 4	**Salesman:** David Raglin	**P.O.#:**	SourceWell: YES	**United States**	**Date:** 8/8/2022

Purchaser:	Rush Truck Center	**For Sale To:**	City of Emporia	**OEF#:**	
Address:		**Address:**	1220 Hatcher	**Rev:**	**Date:**
City/ST/ZIP:	Little Rock, AR	**City/ST/ZIP:**	Emporia, KS 66801	**S/N:**	
Attn:	Howard Gentry	**Attn:**	Keith Senn	**Qty:**	1 (One)
Telephone:	816-455-1833	**Telephone:**	620-340-6339	**Model:**	LET2-30 Standard Cab
Fax:	gentryh@rushenterprises.com	**Fax:**	ksenn@emporia-kansas.gov	**Spec#:**	

Vocation (ie. FL, RL, ASL, MSL, RO): ASL | **Body Make:** Labrie | **Body Model:** Automizer

Engine/Torque @ RPM:	CUMMINS - L9-300 860 @ 1300 RPM
Accessories:	10 Gal. Heated DEF Tank Custom Location LH Side
Accessories:	FEPTO Adapter 1350/1410
Accessories:	
Block Heater:	120V - Block Heater 1,000 Watt w/Red Ind. Lt.
Air Compressor:	Cummins-Wabco, 18.7 CFM
Cooling System:	Remote 1814 Sq. In. -34 F Below Zero XL
Accessories:	
Accessories:	
Accessories:	
Air Intake:	Cummins Opti-Air 13" Steel Intake
Accessories:	Restriction Indicator, Air Cleaner Mounted
Accessories:	
Exhaust:	LH Vertical Flared Elbow
Accessories:	
Accessories:	
Battery Box/Batteries:	Steel (2) Two GRP 31, 925 CCA Ea.
Accessories:	Custom Location LH Side
Accessories:	
Accessories:	Flaming River Disconnect
Starter:	Heavy Duty Soft Start
Alternator:	Delco-Remy 55SI, 430-AMP
Fuel Tank:	60 Gallon Alum. Single Tank
Accessories:	Custom Location LH Side
Accessories:	
Filter/Separator	Cummins Branded 12V Heated Filter
Trans. / Retarder:	3000RDS 6-Speed -
Controls:	Right Pushbutton
NIS/Auto Neutral:	Forced Neutral System / " AK" Function
Accessories:	
Accessories:	
Accessories:	
Propshafts:	Spicer Life Series SPL-170
Front Axle:	D2000F
Accessories:	
Brakes:	16.5 X 7 Wide Brake Package
Slack Adjusters:	Automatic
Accessories:	
Wheels:	Hub - Steel Disc 22.5 X 9.00
Tires:	315/80R22.5 Bridgestone M870 L / 20
Spare Wheel:	No
Spare Tire:	No
Front Suspension:	Parabolic Taper-Leaf 20K
Steering Position:	RH, Drive Only, Tilt / Telescopic Column
Accessories:	
Rear Axle:	S30-190
Accessories:	
Brakes:	16.5 X 7
Wheels:	Hub - Steel Disc 22.5 X 9.00
Tires:	315/80R22.5 Bridgestone M870 L / 20
Ratio/Max. Speed:	5.57 Ratio 75 MPH Limit Speed: 65 MPH
Slack Adjusters:	Automatic
Accessories:	
Spare Wheel:	No
Spare Tire:	No
Retarder:	
Accessories:	
Rear Suspension:	Reyco 102CC 30k w/o Shocks, f/ 30k Axle
Tag/Pusher:	
Wheels:	No
Tires:	No
Accessories:	
Frame:	25' Double Rail RBM: 3,369,600
Bumper:	Painted Steel
Accessories:	
Accessories:	Wheelbase TBD
Wheel Base:	170" CA/CT= 146 AF= 73"
ABS System:	4S / 4M
Air Tanks:	(3) Three Steel Tanks
Drain Valves:	
Pull Cords:	Centralized Drain Valves
Air Dryer:	Bendix B/W AD-9EP, Heated
Accessories:	
Accessories:	
Accessories:	

Requested Delivery Date: 210 Days ARO

Cab Construction:		LET2	RH, Drive Only, Tilt / Telescopic Column
Cab Type/Tilt Pump Standard:		Standard Cab	12v Cab Tilt Assist Pump
Accessories:			
Cab Exterior:		Dual Tone, Air Horn Under Cab	
Cab Visor		Cab Visor w/ Marker Lights	
LED Head Lamps			
3 Rear Windows			
Cab Interior: Dual Fans Standard		Dual Cab Fans	
Air Conditioning:		Integal w/Cab Dash & Heater System	
Stereo: Standard		AM/FM Stereo WB/MP3/WMA/USB & IPod/Bluetooth	
Accessories:			
Doors / Windows:	LH	Solid	Electric, Roll-Down
	RH	Solid	Electric, Roll-Down
Mirrors:	LH	16" x 7" S/S West Coast Htd "B"	
	RH	16" x 7" S/S West Coast Htd "B"	
Spot Mirrors:	LH & RH	(1) 8" Round Convex Spot, (2) Total 1-Each Side	
Seats:			
	LH	2-Way Adj., Black Vinyl	
	RH Forward	Sears C2 Air Ride, Black Vinyl	
Instrumentation:		(1) Transmission Oil Temperature Gauge	
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Windshield Wiper(s):		Intermittent Wipers	
Cab Elec./Lighting:		CCC Daytime Running Lights	
Accessories:		LED Cab Clearance, Marker & Turn Signals	
Accessories:			
Accessories:		Two-Way Radio Circuit Wiring, In Dash	
Accessories:			
Accessories:			
Back-Up Alarm:		Warn or Equal 107 dB(A)	
Misc. Equipment:			
Accessories:			
Accessories:			
Accessories:			
Accessories:		2 front tow Pins mounted at bumper	
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Finish Paint:		**Color:**	**Color/Code:**
Cab:		White	G2-3460715-A
Upper Cab Stripe:	No		
Lower Cab Stripe:	No		
Bumper:		Black	G2-2B1738
Bumper Stripe:	No		
Frame:		Black	G2-2B1738
Battery Box:		Black	G2-2B1738
Fuel Tank:		Alum Std Finish	
Clear Coat:	No		
Front Wheels:	2-Sided	Gray	PC
Rear Wheels:	2-Sided	Gray	PC

Standard Chassis Warranty 12 Months Unlimited Miles
Standard Frame & Crossmember Warranty - 5YR/100K MI (pro-rated after 36 Mo/30K MI)
Standard - 2 Year Cummins Engine Warranty
Standard - 3 Year Allison Edge II Partner Warranty
Standard - 2 Year Dana Axle Warranty

TOTAL PRICE PER VEHICLE
TAXABLE TRANSACTION NO XX YES

Notes: Sourcewell

Freight Rates Subject to a Fuel Surcharge and / or a price increase at time of delivery
Terms C.O.D Net Cash prior to Delivery

QUOTE GOOD FOR 60 DAYS FROM SUBMISSION

Commission Action Report

Title: KDOT CCLIP FY2024 SP Mill and Overlay on US-50 from Graphic Arts Road to Prairie Street Project.

Proposed Agenda Date: November 2, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:
The City of Emporia application for the mill and overlay project on US-50 was awarded by KDOT on October 12, 2022.

DISCUSSION:
The mill and overlay project will provide needed maintenance and repair for this portion of US-50/6th Avenue.

FINANCIAL CONSIDERATIONS:
KDOT has allocated $400,000.00 for construction and construction engineering. The City will be responsible for all preliminary engineering, right of way, and utility costs, 10% of approved costs up to $400,00.00, and all other costs over that amount.

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Accept KDOT CCLIP SP Award for the mill and overlay on US-50 from Graphic Arts Road to Prairie Street project.

ATTACHMENTS:
KDOT Form 1302.

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

☑ New Project		☐ Amend Existing Project			**Date:**	11/2/2022
Program Year: 2024		**Funding Program:**		**CCLIP-SP (Surface Preservation)**		
KDOT District		**MPO**		**MPO TIP #**		
1		N/A				
County	**City**		**Route / Corridor**	**Functional Classification**		
Lyon	Emporia		US-50	3 = Other Principal Arterial		
Project Sponsor / Lead Agency						
Emporia						
Project Mgr / Contact		**Phone**		**E-mail Address**		
Jim Ubert		620-343-4260		jubert@emporia-kansas.gov		

Project Title

Mill and Overlay on US-50 Highway from Graphic Arts Rd. to Prairie St.

Project Length: 1.030 **miles** | **Desired Letting Date:** **July 2023**

Letting Type: ☐ KDOT ☑ LPA ☐ Force Account

Location, Project Limits, Description, Scope of Work

US-50 Highway (6th Avenue) from Graphic Arts Road to Prairie Street. Two (2) inch average mill and overlay, crack & fog seal islands along with pavement markings.

Purpose and Need

Highway surface preservation and safety are the primary driving factors. This portion of US-50 Highway was last resurfaced during the KLIINK FY 2017. The surface is in need of maintenance/repair along with pavement markings.

Project Benefits

Improved safety and needed maintenance for extending the life of the overall highway pavement.

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
Yes	BNSF	18	Yes, Prairie St. Overpass

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate	*Participating*	*Non-Participating*	*Total*
PE (Design)	$ -	$ -	$ -
Utilities	$ -	$ -	$ -
ROW	$ -	$ -	$ -
CE (Inspection)	$ 25,000.00	$ -	$ 25,000.00
Construction Total	$ 765,000.00	$ -	$ 765,000.00
	$ 765,000.00	$ -	$ 765,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

			$ -
Project Totals	*$ 790,000.00*	*$ -*	**$ 790,000.00**

BE IT RESOLVED: That sufficient funds from Emporia

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

James M. Ubert

James M. Ubert, City Engineer

Appropriate Local Officials

Becky Smith, Mayor

Title

ATTEST:

Kerry Sull, City Clerk

Title

Commission Action Report

Title: Public Hearing for the Creation of a Community Improvement District for Emporia Land Development, LLC.

Proposed Agenda Date: November 2, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:
K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended (the "Act"), authorizes the governing body of any municipality to adopt an ordinance establishing a community improvement district ("CID") after receipt of a proper petition and holding a public hearing. Emporia Land Development LLC has requested an additional one (1) percent in addition to the one (1) percent approved in June of 2016 and in place today.

DISCUSSION:
The developer requested consideration in the spring of 2022 for this additional 1%. If enacted the entire site will be subject to a 2% additional sales tax including the 2016 1% action. The hearing is the final step as provided for in Kansas statutes necessary to enact the additional 1%. After the hearing is closed the Commission can act on an Ordinance formalizing the additional 1%

FINANCIAL CONSIDERATIONS: There are no impacts on city finances, and we do have a 2% administrative fee to cover internal costs related to the administration and distribution of the tax.

OTHER CONSIDERATIONS:
None

RECOMMENDED ACTION:
Conduct a Public Hearing for the Creation of a Community Improvement District for Emporia Land Development, LLC.

ATTACHMENTS: Hearing Notice

Column

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

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 4 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:
11 Oct 2022

18 Oct 2022

Notice ID: y4yrvCCJ4to9TRIET4gA
Notice Name: Resolution 3680

PUBLICATION FEE: $599.49

Bettina Shank
Operations Manager

VERIFICATION

NOTARY PUBLIC STATE OF KANSAS
LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp.4-10-2023

STATE OF KANSAS
COUNTY OF LYON

Signed or attested before me on this

18th day of October, A.D. 2022

Notary Public

(Published in the *Emporia Gazette* on October 11, 2022 and October 18, 2022)

RESOLUTION NO. 3680

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY TO BE KNOWN AS THE EMPORIA LAND DEVELOPMENT, LLC COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.* ("the Act") the City of Emporia, Kansas (the "City") is authorized to create a community improvement district ("CID") within its jurisdiction to fund all or a portion of the cost of a "Project", as defined and authorized under the Act; and

WHEREAS, the Act further authorizes the City to impose a sales tax within the community improvement district on the sale of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act, and amendments thereto, in any increment permitted by the Act, and to pledge the revenue received from such tax to pay for the Project or reimburse the cost of the Project as "pay-as-you-go financing" (as defined in the Act); and

WHEREAS, a petition (the "Petition") was filed with the City on September 28, 2022, proposing (i) the creation of a community improvement district under the Act to be known as Emporia Land Development, LLC Community Improvement District (the "District"), (ii) the construction of the Project as more particularly described in the Petition and this Resolution, and (iii) the imposition of a community improvement district sales tax within the District in the amount of one percent (1.0%) to pay a portion of the costs of the Project; and

WHEREAS, the Petition is signed by Emporia Land Development, LLC., the owners of record of 100% of the land area within the proposed District, and owners collectively of 100% by assessed value of the land area within the proposed District (the "Petitioners"); and

WHEREAS, by Ordinance No. 16-16, adopted June 15, 2016, the City created a CID in connection with the initial phases of the Project and a 1% retailers' sales tax is currently levied in that CID; and

WHEREAS, the Petition filed by Emporia Land Development, LLC seeks to create an overlapping CID in connection with the development of the balance of the Project and the levy of a 1% retailers' sales tax within the District; and

WHEREAS, the Act provides that before creating any community improvement district, the governing body of the City shall by resolution direct and order and give notice of a public hearing on the advisability of creating a community improvement district, the construction of the proposed Project and the intent of the City to levy a community improvement district sales tax.

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

SECTION 1. Public Hearing. Notice is given that a public hearing will be held before the City Commission on November 2, 2022, at 11:00 a.m., or as soon thereafter as the matter can be heard, in the City Commission meeting room at 518 Mechanic Street, Emporia, Kansas, to consider the advisability of: (i) the City's creation of the District; (ii) the Project described in the Petition; and (iii) the imposition of a community improvement district sales tax in the District in an amount of one percent (1.0%),

SECTION 2. Project. The general description of the proposed Project to be constructed within the District is construction of a large commercial development, which is planned at full build-out to feature approximately 200,000 square feet of commercial space dedicated to a mix of national and regional retailers, other large and small scale retail, restaurants, and associated commercial uses, and will include planned street improvements and infrastructure improvements (including utilities). The remaining phases of the Project yet to be constructed include the construction of multiple retail buildings for use and occupancy by various national and regional retailers and associated parking, utilities, and other infrastructure as well as the development of several outparcels for use by restaurants and other smaller retail businesses as is typically found in shopping centers of a similar type, located generally in the Emporia Pavilions First Addition to the City of Emporia, and as described on Exhibits A and B to this Resolution.

SECTION 3. Project Costs; Estimates. Costs to be partially financed from the proposed community improvement district sales tax described include items for which reimbursement is permitted under the Act. The total estimated and probable cost of the Project is $42,000,000. Total reimbursement from the existing and proposed community improvement district sales tax is estimated to be $8,000,000. The estimated reimbursement stated in the preceding sentence shall not be deemed a guaranty of or limitation on reimbursement and revenues of the community improvement district sales tax proposed by the Petition may be utilized for costs of the Project in accordance with the Petition, the Act, and any development agreement governing the District.

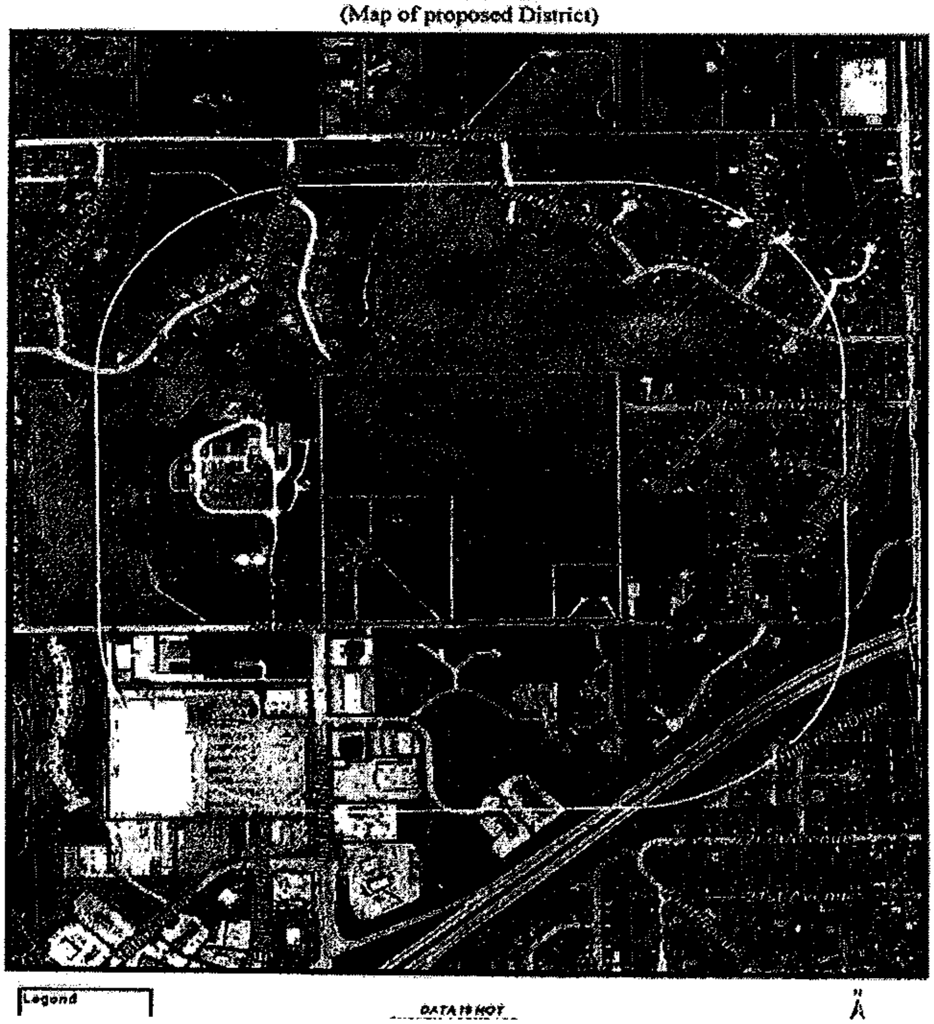
SECTION 4. Financing; District Only Sales Tax. The Project within the District is proposed to be financed in part, on a pay-as-you-go basis, from revenues received from the levy and collection of a one percent (1.0%) community improvement district sales tax on the sale of tangible personal property sold at retail or on rendering or furnishing of services taxable pursuant to the Kansas retailers' sales tax statutes, only within the proposed District. The entire Project will be financed from a combination of the community improvement district sales tax revenues as permitted by Kansas law, legally available tax increment financing revenue, private equity, and private debt.

SECTION 5. Description of District. The legal description of the District is attached to this Resolution as **Exhibit A** and a map of the proposed District is attached as **Exhibit B**.

EXHIBIT A
(Legal Description of District)

Lots 1, 2 and 3 in Block A; Lot 1 in Block B; Lots 1 and 2 in Block C; Lots 1 and 2 in Block D; Reserve A and Reserve B of Emporia Pavilions First Addition to the City of Emporia, Lyon County, Kansas, according to the Recorded Plat thereof, as the Plat was recorded on June 16, 2017 and recorded as document #2017-02001.

EXHIBIT B
(Map of proposed District)



1000 Buffer
Property Lines

SURVEY ACCURATE

1" = 500'

SECTION 6. Effective Date: Publication and Notice. This resolution shall be effective upon and after its adoption by the governing body. The City Clerk is authorized and directed to give notice of the public hearing by publishing this resolution once a week for two consecutive weeks in the official City newspaper with the second publication occurring at least seven (7) days before the public hearing date. The City Clerk is also authorized and directed to mail a copy of this resolution to all property owners within the proposed District, by certified mail, at least ten (10) days before the public hearing.

PASSED AND APPROVED by vote of the governing body of the City of Emporia, Kansas on October 5, 2022.

[Seal]

CITY OF EMPORIA, KANSAS

By Becky Smith
Becky Smith, Mayor

ATTEST:

By Kerry Sull
Kerry Sull, City Clerk

EMPORIA
City of Emporia

Commission Action Report

Title: Ordinance 22-47 Implementing an Additional 1% Community Improvement District Sales Tax for Emporia Land Development, LLC.

Proposed Agenda Date: November 2, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:
The petition to establish the additional 1% sales tax was submitted by the property owner, Emporia Land Development, LLC on September 28, 2022. The Commission established a public hearing that was held before the consideration of this ordinance on October 5, 2022. If adopted the entire site will have a 2% CID tax at the request of the owner.

DISCUSSION:
All actions taken to establish the additional 1 % sales tax have been in accordance with K.S.A. 12-6a26 et seq. The implementation of the tax, if approved, will be effective April 1, 2023, in accordance with Kansas Statutes and policies of the Kansas Department of Revenue.

FINANCIAL CONSIDERATIONS:
The City Finance Department will administer and distribute the sales tax receipts to the owners in accordance with City policies after receiving the monthly allocation from the Kansas Department of Revenue. The City does deduct a 2% administrative fee from the allocation received before disbursement.

OTHER CONSIDERATIONS:
None

RECOMMENDED ACTION:
Approve Ordinance 22-47 implementing an additional 1% Community Improvement District sales tax for Emporia Land Development, LLC.

ATTACHMENTS:
Ordinance 22-47

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

ORDINANCE NO. 22-47

AN ORDINANCE CREATING THE EMPORIA LAND DEVELOPMENT, LLC COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), the City of Emporia, Kansas (the "City") is authorized to create community improvement districts in the City for economic development purposes and for any other purpose for which public money may be expended; and

WHEREAS, on September 28, 2022 a petition (the "Petition") was filed with the City Clerk by the owners of the property in a proposed community improvement district (the "Petitioners"), requesting (i) the creation of a community improvement district under the Act to be known as the Emporia Land Development, LLC Community Improvement District (the "CID"), (ii) the construction of the Project as described in the Petition and authorized by the Act, and (iii) the imposition of a community improvement district sales tax within the CID in the amount of one percent (1.0%) to pay a portion of the costs of the Project (the "CID Sales Tax"); and

WHEREAS, the Petition is signed by the owners of record of 100% of the land area within the proposed CID, and by owners collectively owning 100% by assessed value of the land area within the proposed CID; and

WHEREAS, the Petition requests creation of a CID overlapping the existing CID created by Ordinance No. 16-16, adopted June 15, 2016, which authorized the levy of a one percent (1.0%) CID Sales Tax, which is currently levied in the CID (the "2016 CID Sales Tax); and

WHEREAS, pursuant to the Act and Resolution No. 3680 and after providing notice of hearing as required by the Act, a public hearing on the creation of the CID and the imposition of the CID Sales Tax was opened on November 2, 2022, and all interested parties were given an opportunity to be heard; and

WHEREAS, the governing body of the City finds and determines it is in the best interest of the City and in furtherance of the purposes of the Act to create the CID and authorize levy of the CID Sales Tax.

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

SECTION 1. Creation of District. The CID is created within the City and shall be designated the Emporia Land Development, LLC, Community Improvement District. The legal description of the CID is attached as **Exhibit A** and the boundaries of the District are depicted on the map attached as **Exhibit B**.

SECTION 2. Project and Project Costs. The Project, as defined by this Section, is authorized, and consists of construction of a large commercial development, which is planned at full build-out to feature approximately 200,000 square feet of commercial space dedicated to a mix of national and regional retailers, other large and small scale retail, restaurants, and associated commercial uses, and will include planned street improvements and infrastructure improvements, including utilities (the "Project".)

The governing body approves the total estimated cost of the Project of $42,000,000. Total reimbursement from the 2016 CID Sales Tax, and from the CID Sales Tax authorized by this ordinance, is estimated to be $8,000,000. The estimated amount expected to be reimbursed from the CID Sales Tax revenue stated in the preceding sentence shall not be deemed a limitation on reimbursement and revenues of the CID Tax may be used to reimburse the Developer or the City, as applicable, for additional City administrative fees and other City expenses or other qualifying costs of the Project.

SECTION 3. Method of Finance. The portion of Project cost to be financed from revenues of the CID Sales Tax will be funded on a pay-as-you-go basis, as defined in the Act. No special assessments will be levied under the Act and no bonds of the City will be issued.

SECTION 4. Levy of Sales Tax. Pursuant to the Act, a one percent (1.0%) retailers' sales tax shall be levied within the CID on the selling of tangible personal property at retail or rendering or furnishing of services taxable under provisions of the Kansas retailers' sales tax act, as amended. The imposition of the CID Sales Tax shall begin on April 1, 2023, or any other effective date the City may approve if a change in the effective date of the CID Sales Tax is requested by the Petitioners or owners of land within the CID and such date is approved by the Kansas Department of Revenue. The CID Sales Tax shall be administered, collected by the Kansas Department of Revenue, subject to the provisions of K.S.A. 12-187 *et seq*.

SECTION 5. Development Agreement and Other Actions. The implementation of the CID authorized by this ordinance is subject to terms of an amended Emporia Pavilions Tax Increment Redevelopment District and Community Improvement District Development Agreement between the City and Emporia Land Development, LLC, the developer of the Project (the "Development Agreement"), as amended. The amendments to the Development Agreement shall address the CID Sales Tax approved by this ordinance, and the City's staff and attorneys are authorized to prepare such amendments and present them to the governing body for approval and then execution by the Mayor and City Clerk. Other officials, attorneys, and employees of the City 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 shall be in full force and effect from and after passage by the governing body and publication one time in the official City newspaper. When this Ordinance becomes effective, the City Clerk shall provide a certified copy of the ordinance to the Kansas Department of Revenue – Director of Taxation. This Ordinance shall also be recorded in the office of the Lyon County Register of Deeds, as required by the Act.

PASSED AND APPROVED by vote of the governing body of the City of Emporia, Kansas on November 2, 2022.

CITY OF EMPORIA, KANSAS

[seal]

By____
Becky Smith, Mayor

ATTEST:

By__________________________________
Kerry Sull, City Clerk

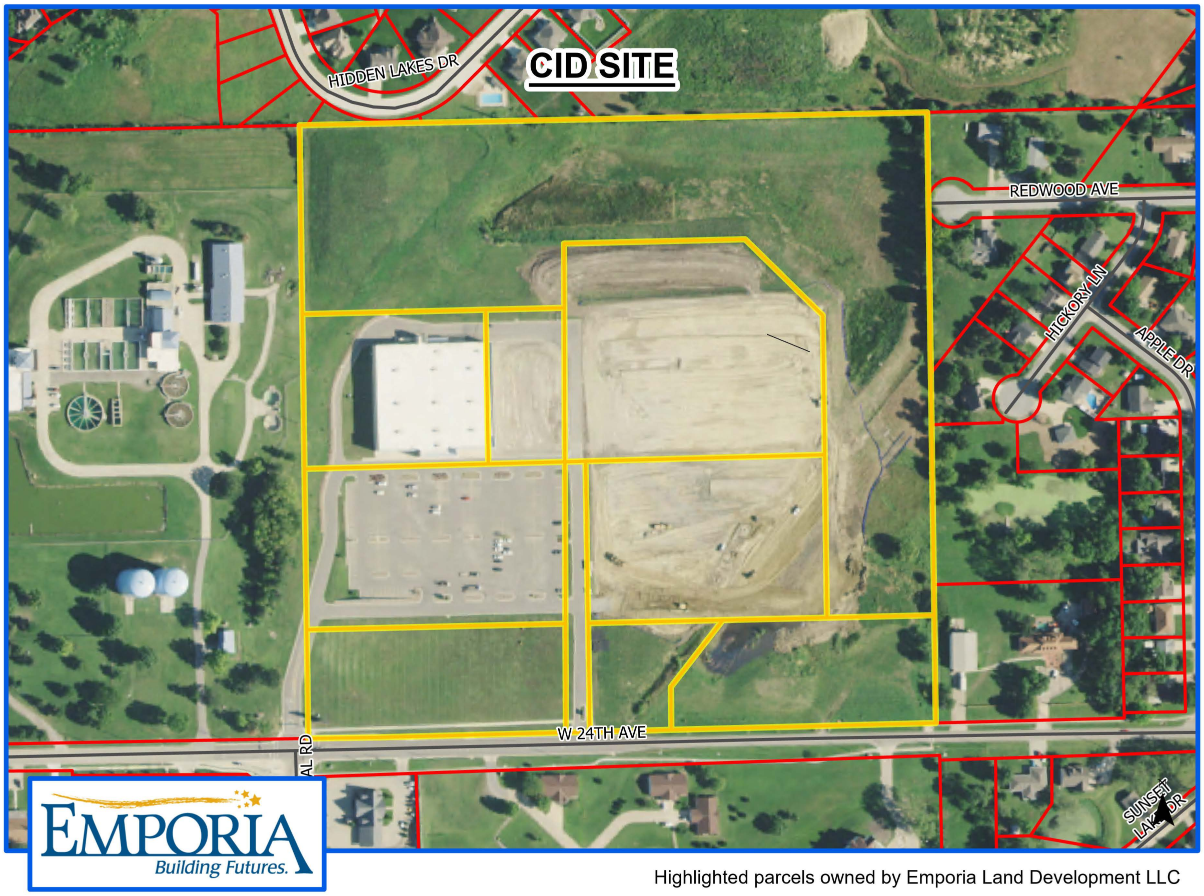
EXHIBIT A

(Legal Description of Emporia Pavilions Community Improvement District)

Lots 1, 2 and 3 in Block A; Lot 1 in Block B; Lots 1 and 2 in Block C; Lots 1 and 2 in Block D; Reserve A and Reserve B of Emporia Pavilions First Addition to the City of Emporia, Lyon County, Kansas, according to the Recorded Plat thereof, as the Plat was recorded on June 16, 2017 and recorded as document #2017-02001, as modified by that Report or Plat of Survey relating to Lot Splits on part of Lot 2, Block A, Lot 1, Block C, recorded on September 29, 2022 as document #2022-03413.

EXHIBIT B

(Map of Emporia Land Development, LLC Community Improvement District)



Highlighted parcels owned by Emporia Land Development LLC

TWG REF: 972451
CID Ordinance

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 2, 2022, at 11:00 a.m.., Central Time, with Mayor Becky Smith presiding, and the following members of the governing body present:

The following members were absent:

The Mayor opened a public hearing on creation of the proposed Emporia Land Development, LLC Community Improvement District and the levy of a sales tax within the proposed district pursuant to public notice given as authorized by Resolution No. 3680. All those persons present to speak to the issue were heard. The Mayor closed the public hearing.

An Ordinance was presented to the governing body an Ordinance entitled:

AN ORDINANCE CREATING THE EMPORIA LAND DEVELOPMENT, LLC COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EMPORIA, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT

The Ordinance was considered and discussed; and on motion of _________, seconded by _____________, the Ordinance passed by the following vote of the governing body:

Yes:

No:

The Ordinance was assigned No. 22-47.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the November 2, 2022 meeting of the governing body of the City of Emporia, Kansas.

[Seal]

____
Kerry Sull, City Clerk

Commission Action Report

Title: Ordinance No. 22-48 Pertaining to Animals

Proposed Agenda Date: November 2, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:
The City of Emporia has not allowed keeping chickens outside of agricultural zoned areas within City limits since 2012. Citizens have expressed interest in keeping chickens in residential districts.

DISCUSSION:
Proposed Ordinance No. 22-48 would amend City Code Secs. 6-5 Animal or Fowl Pens and 6-10 Keeping Domestic Animals (Farm and Nonfarm). Proposed changes would authorize the keeping of up to four chickens in residential districts with a domestic farm animal permit. The proposed permit process includes a $50 per year application fee, mandatory annual inspections, and requirements for chicken enclosure size, location, and maintenance standards. Roosters will not be permitted. All other existing animal code provisions pertaining to chickens will remain in place including prohibitions against animals running at large and nuisance animals.

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Approve Ordinance No. 22-48 Pertaining to Animals.

ATTACHMENTS:
Ordinance 22-48

ORDINANCE NO 22-48

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO ANIMALS; AMENDING SECTION 6-5 ANIMAL OR FOWL PENS AND 6-10 KEEPING DOMESTIC ANIMALS (FARM AND NONFARM) OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

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

Section 1. That Section 6-5 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

"Sec. 6-5. Animal Or Fowl Pens:

(a) It shall be unlawful to maintain any stable, shed, yard, pen or other place in which animals or fowl shall be kept in such a manner as to be or become offensive to those residing in the vicinity or annoying to the public.
(b) Any pen, coop or other building upon a lot used for the purpose of confining or housing the animal must be constructed of such material and in such manner that they can be kept clean and sanitary at all times.
(c) Animal enclosures must provide adequate space for each animal, both horizontally and vertically, to be able to make normal postural and social adjustments and provide adequate freedom of movement.
(d) Enclosures and fencing must be secure to hold the animals and must be kept in good repair.
(e) No debris, garbage, water, excrement, or any other potential health hazard shall be allowed to accumulate.
(f) Fencing for the keeping of domestic farm animals shall meet the following additional requirements:
    1) Fencing shall not be closer than twenty-five feet (25') from the front lot line.
    2) The primary housing for large animals shall not be less than seventy-five feet (75') from the lot line and not less than one hundred feet (100') from any neighboring dwelling.
    3) Chicken coops and runs shall be constructed in such a way as to keep chickens fully enclosed. Chickens must remain inside enclosures at all times. Chicken enclosures must meet the following additional requirements:
        i. Enclosures shall have a minimum of twelve (12) square feet per chicken, not to exceed fifty (50) square feet in total.
        ii. Enclosures shall be located fully within the back yard of the owner or keeper of the chickens. Enclosures shall not be located in the front yard or side yard.
        iii. Chicken enclosures shall not be closer than ten feet (10') from the lot line and shall not be closer than fifty feet (50') from any dwelling, church, school, or business structure other than that of the owner or keeper.
(g) If an authorized public officer determines that a violation of this section exists, the officer may file a complaint with the Municipal Court for such violation. Each day that any violation of this Article continues shall constitute a separate offense.

(Ord. 97-38, § 1, 10-15-1997; Ord. 98-7, § 2, 3-4-1998; Ord. 22-48, §1, 11-2-2022)"

Section 2. That Section 6-10 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

"Sec. 6-10. Keeping Domestic Animals (Farm and Nonfarm):

(a) Domestic Nonfarm Animals

1) It shall be unlawful to keep, cause to be kept, harbor or maintain any domestic nonfarm animal in a residential zone of the city in any manner contrary to the provisions of this article or any other provision of the city code or zoning regulations.
2) It shall be unlawful to keep more than three (3) domestic nonfarm animals 16 weeks of age or older for the purposes of breeding, raising, or as pets unless such animals are kept solely within the residence of the owner. This provision shall not apply to a licensed kennel, animal shelter, animal clinic, animal hospital, animal foster home, or community cat caregiver.

(b) Domestic Farm Animals.

1) It shall be unlawful to keep, cause to be kept, harbor, or maintain any domestic farm animal in a residential zone of the city without a permit. Any person wishing to keep a domestic farm animal in a residential zone of the city may make application for a domestic farm animal permit. Such permit shall be issued only after an inspection of the premises and a finding of fact to the effect that the permitting requirements have been met.
2) The following permit requirements must be met and verified by inspection prior to the issuance of a domestic farm animal permit:
    i. Existing or planned animal and fowl pens conform to the requirements of Sec. 6-5. Farm animals and fowl must remain fully enclosed in pens on owners' or keepers' property at all times.
    ii. No animal nuisance exists or shall be created.
    iii. No more than one large farm animal per acre shall be permitted, with a minimum lot size of one acre required for a large animal.
    iv. No more than four (4) chickens shall be permitted per lot. No roosters shall be permitted.
    v. No swine shall be permitted.
    vi. No more than four (4) animals in total shall be permitted per lot, including domestic farm and nonfarm animals.
    vii. Commercial farm operations are prohibited.
    viii. Slaughtering is prohibited.
    ix. Offspring of animals authorized by this section but in excess of the permitted number may remain on the property until the age of weaning in the case of mammals, or the age of maturity in the case of fowl. In no event shall an adult rooster remain on permitted property.
    x. Persons applying for a domestic farm animal permit for rented property must provide a letter or written statement from the landlord granting permission to house farm animals on the property.

3) Application for farm animal permit will be to the city clerk and a permit fee shall be paid at the time of making such application. An annual permit fee in the amount of fifty dollars ($50.00) is initially established.
4) The city clerk shall, upon receipt of an application for permit, cause the city officer or employee designated by the city manager to conduct the investigation as required hereby and if the result of such investigation meets the requirements of this section shall issue the permit. In the event of a denial of such permit the city clerk shall immediately notify the applicant by first class mail and the applicant shall then have ten (10) calendar days in which to appeal such determination to the property maintenance appeal board of the city. The property maintenance appeal board shall determine whether such permit should be issued and if so, under what conditions the keeping of such animals will be authorized under the provisions of this section. Any permit issued under the provisions of this section may be revoked or canceled by the property maintenance appeal board at any time during the term thereof; provided, that such officer or employee as designated by the city manager shall first send a notice to the permittee outlining the violation of this chapter determined to be in existence with respect to the property and notifying the permittee that if such violations are not abated within ten (10) days of such notice, such matter will be brought before the property maintenance appeal board, at a date and time to be set and identified in the notice, for determining whether to revoke or cancel the permit as in its judgment will best serve and protect the public health and welfare of the city. Any permits issued shall be issued for a period of one year. No new permit may be issued without reapplication and inspection as provided herein. (Ord. 97-38, § 1, 10-15-1997; Ord. 98-7, § 3, 3-4-1998; Ord. 22-48, §2, 11-2-2022)"

Section 3. That Sections 6-5 and 6-10 of the Code of the City of Emporia, Kansas as they existed prior to the adoption of this ordinance are hereby repealed.

Section 4. This ordinance shall take effect on January 1, 2023 and after 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 amendment thereto and shall be appropriately numbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 2nd day of November, 2022.

____

Becky Smith, Mayor

ATTEST:

____

Kerry Sull, City Clerk

Commission Action Report

Title: Licensing Agreement with 700 Block LLC for Property Located at 714 Commercial Street.

Proposed Agenda Date: November 2, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:
700 Block LLC is interested in installing balconies in their historic building renovations at 714 Commercial Street over a City owned lot. The balcony installation is to be done in conjunction with the RHID upper-story Rural Housing Incentive District building improvements for upper-level apartments

DISCUSSION:
The balconies will encroach upon the City owned lot, 712 Commercial Street and this license agreement will allow for construction and maintenance at such.

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Approve licensing agreement with 700 Block LLC for Property Located at 714 Commercial Street.

ATTACHMENTS:
License Agreement and Exhibit A.

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of ___________ ,2022, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "CITY"; and 700 Block LLC , hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, LICENSEE is the owner of a tract of land situated in the City of Emporia, Lyon County, Kansas and generally described as:

IN EMPORIA (O.T.) S10, T19S, R11E, EVEN LOTS 214-218 ON COMMERCIAL STREET IN THE CITY OF EMPORIA, ACCORDING TO THE RECORDED PLAT THEREOF.

and more commonly known as 714 Commercial Street , Emporia, Kansas: and WHEREAS, the CITY is the owner of a lot at 712 Commercial Street (hereinafter "CITY PROPERTY") and LICENSEE desires to place balconies from upstairs apartments at 714 Commercial Street (hereinafter "LICENSED USE") within the north 10' of CITY PROPERTY for the purposes of Balcony Installation use and maintenance; and

WHEREAS, the CITY is willing to allow the placement of such LICENSED USE within the CITY PROPERTY upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and covenants contained herein do hereby agree as follows:

1. The CITY does hereby grant and convey to LICENSEE a license, under, upon and over a portion of the CITY PROPERTY as shown by the diagram attached hereto as Exhibit A and incorporated by reference herein.

2. The license granted herein to LICENSEE is for the sole purpose of the LICENSED USE in the CITY PROPERTY and for the purpose of ingress and egress for the purpose of maintenance; provided that LICENSEE'S use of the CITY PROPERTY

does not unduly interfere nor is hazardous to the traveling public or any use of the public property.

3. That LICENSEE agrees it will repair/replace the CITY PROPERTY and any improvements or utilities therein at LICENSEE'S expense, to City standards, approved by the City Engineer, that are disturbed during LICENSED USE of the CITY PROPERTY including, without limitation, the installation/construction and/or maintenance of the LICENSED USE.

4. LICENSEE does hereby acknowledge that the license granted hereunder is under, over and upon a public property and the parties agree that said grant is terminable at the will of the CITY if for any reason the CITY deems it necessary, the determination of which is in the sole discretion of the CITY. This license shall automatically terminate 60 days after the City enacts a licensing permit procedure for regulating installations in the City's property or institutes a fee requirement for installations in such properties.

5. In the event the CITY determines to cancel this license, it may do so by a written notification to LICENSEE to remove the LICENSED USE and LICENSEE agrees to remove said LICENSED USE within 30 days of said notification at its expense and to restore the property to its condition prior to installation of the LICENSED USE.

6. LICENSEE agrees that the City, or any of its franchisees, does not have any responsibility or liability for damage to said LICENSED USE as a result of any installation, maintenance or construction of facilities/utilities presently existing or subsequently installed within the CITY PROPERTY, and LICENSEE does hereby waive any liability for and agrees to assume all risk of loss or damage to the LICENSED USE.

7. LICENSEE agrees to indemnify and hold harmless the CITY, its officers, and employees from any liability to person or property due to the placement or maintenance

of said LICENSED USE in the CITY PROPERTY, including the cost of any attorney's fees incurred in the defense of any legal action associated with such placement or maintenance and further to indemnify the CITY against any real estate taxes or other costs and expenses it may occur due to the placement of said LICENSED USE in the CITY PROPERTY.

LICENSEE shall, during the term of this License Agreement, at its sole cost and expense, maintain a comprehensive general liability insurance policy insuring the CITY, its officers and employees, from any liability to person or property due to the placement or maintenance of the LICENSED USE in and on the CITY PROPERTY.

Each policy of insurance shall be non-cancelable and non-amendable to the extent any proposed amendment reduces the limits or scope of insurance required without thirty (30) days prior written notice to the CITY. A certificate of insurance shall be delivered to the CITY. The minimum limits of liability of such insurance shall be

$1,000,000 for combined bodily injury or death and damage to property (per occurrence)

8. LICENSEE covenants that it will not interfere through its use of the CITY PROPERTY with any infrastructure currently existing therein or hereinafter installed. They further covenant that any damage to such infrastructure caused by LICENSEE or their employees, contractors, agents or assigns shall be repaired at the cost of LICENSEE.

9. LICENSEE agrees to provide to the City Engineer a map locating for the CITY the "as built" location of the aforementioned LICENSED USE including distances to property lines and centerlines of streets.

10. The obtaining of any easements, licenses, or right-of-ways from adjoining property owners necessary for LICENSEE to make effective use of the license granted hereunder shall be the sole responsibility of the LICENSEE.

11. The license granted hereunder shall be deemed a covenant running with the land so long as the license thus granted continues, moreover the parties hereto bind and obligate themselves and their executors, administrators, successors and assigns to the rights and obligations respectfully granted and assumed hereunder. The foregoing notwithstanding LICENSEE shall not assign this license without the express written consent of the CITY which consent may be withheld in the discretion of the CITY.

12. This agreement may be filed of record with the Lyon County Register of Deeds by the LICENSEE, at its expense, and if so filed may be terminated by filing a copy of the written notice provided for herein with the Lyon County Register of Deeds.

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

____
BY:

____
(TITLE)

BE IT REMEMBERED, that on this _____day of ___________, A.D., 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came______________________, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

My Commission Expires ______________

CITY OF EMPORIA, KS
BY:

____
, Mayor

ATTEST:

____
Kerry Sull, City Clerk

BE IT REMEMBERED, that on this ____day of___________, A.D., 20___, before me, the undersigned, a Notary public in and for the County and State aforesaid, came _________________________, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

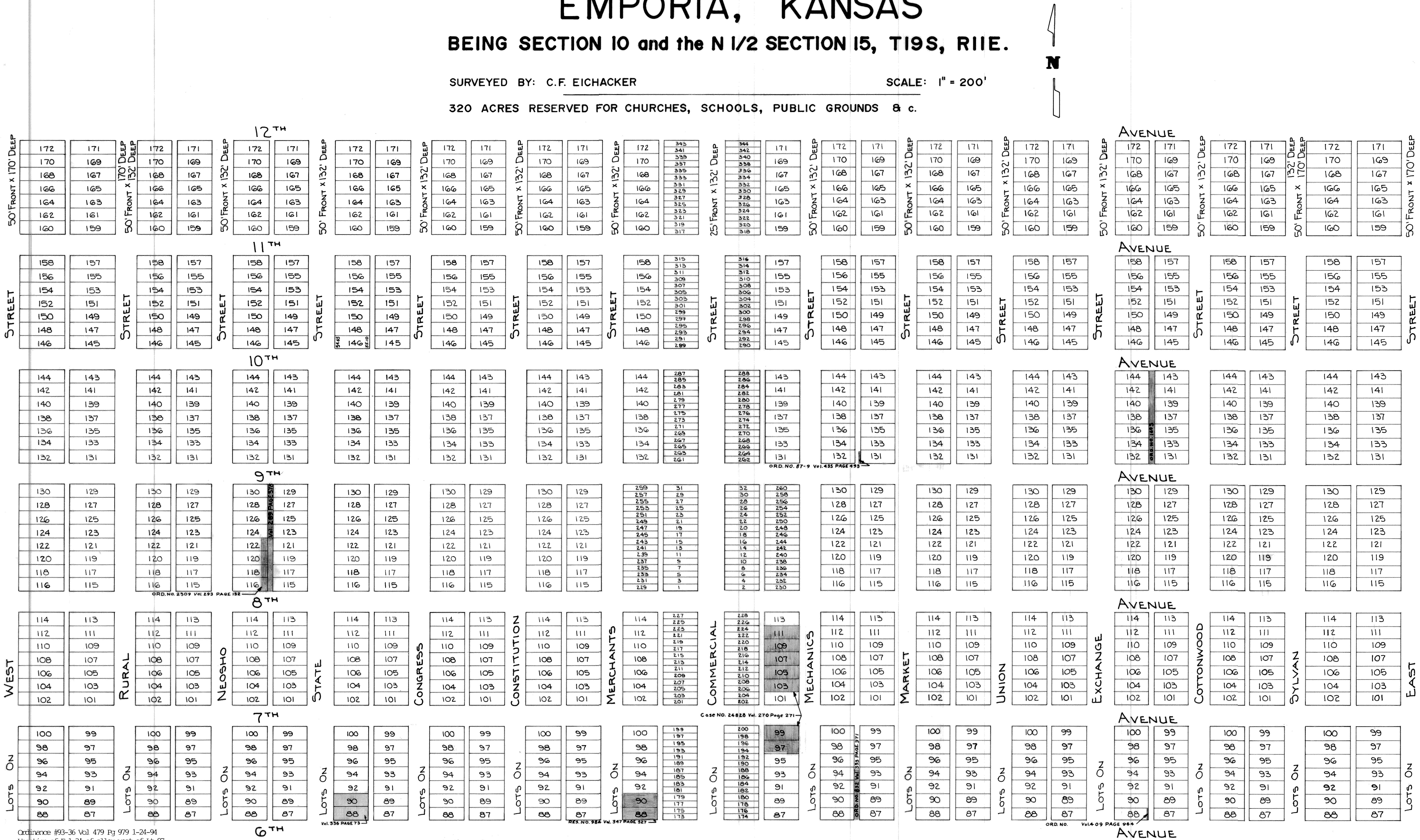
My Commission Expires ______________

EMPORIA, KANSAS

BEING SECTION 10 and the N 1/2 SECTION 15, T19S, R11E.

SURVEYED BY: C.F. EICHACKER SCALE: 1" = 200'

320 ACRES RESERVED FOR CHURCHES, SCHOOLS, PUBLIC GROUNDS & c.



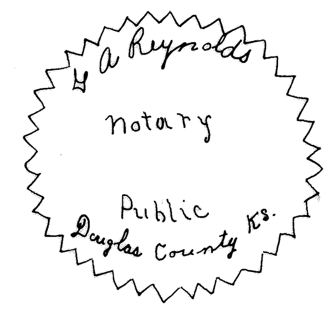
ORD #	VOL#	PAGE#	DATE	Instrument Type or Purpose
2309	293	132	11-3-1965	Vacation of Alley/ORDER
87-9	435	493	9-18-1987	Vacation of Alley/ORDINANCE
832	353	371	6-16-1977	Vacation of Alley/ORDER
24828	270	271	8-8-1961	Parking Condemnation
984	347	527	8-2-1976	Off-Street Parking /Res.
1691			5-6-1949	Vacation of Alley/ORDINANCE
1693			4-19-1949	Vacation of Alley/ORDINANCE
	409	964	8-21-1984	Agree
	289	378	9-21-1964	Vacation of Alley/ORDINANCE
	336	73	12-19-1974	W.D.
	Plat# 5	3	12-4-1929	Agreement Survey/PLAT

Ordinance #93-36 Vol 479 Pg 979 1-24-94
Vacation of E 1.3' of alley west of Lt 87
Rural Street

Ordinance #94-5, Vol.483 Pg.249 recorded 4-25-94 vacates all of W.7th Ave. lying between Constitution & Congress Streets & portion of alley beg SW cor Lt 101, UTILITY EASEMENTS RETAINED
Constitution Street (20'x100')

TERRITORY OF KANSAS } SS
DOUGLAS COUNTY

BEFORE THE SUBSCRIBER A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME G.W. BROWN PRESIDENT, AND G.W. DEITZLER SECRETARY, OF THE EMPORIA TOWN COMPANY WHO ARE BOTH PERSONALLY KNOWN TO ME TO BE THE PERSONS THEY REPRESENT THEMSELVES AS BEING AND THEY ACKNOWLEDGED THAT THE MAP TO WHICH THIS IS ATTACHED, AND THE ADJOINING CERTIFICATE TO WHICH THEY HAVE AFFIXED THEIR HANDS AND OFFICIAL SEAL ARE GENUINE AND THAT THEY SIGNED THE SAME WITH THEIR OWN HANDS WITNESS MY HAND AND OFFICIAL SEAL AT LAWRENCE THE 3RD DAY OF DECEMBER, 1858
G.A. REYNOLDS NOTARY PUBLIC.



THE UNDERSIGNED PRESIDENT AND SECRETARY OF THE EMPORIA TOWN COMPANY DO HEREBY CERTIFY THAT THE MAP TO WHICH THIS IS ATTACHED IS A TRUE COPY OF THE PLAT OF SAID TOWN OF EMPORIA WITH ALL THE LOTS, STREETS, NUMBERS OF SAID TOWN AS WITNESS THEIR HANDS AND THE OFFICIAL SEAL OF SAID COMPANY.

WITNESS: LORINDA G. HEATH — G.W. BROWN, PRESIDENT
G.A. REYNOLDS — G.W. DEITZLER, SECRETARY
EMPORIA, KANSAS DEC. 1, 1858

NOTE: THERE EXISTS A DISCREPANCY IN THE DEPTHS OF LOTS AND ALLEYS IN AN EAST-WEST POSITION. THE ORIGINAL TOWNSITE PLAT INDICATES THE LOTS TO BE 132 FEET AND 170 FEET DEEP, WITH NO DIMENSION GIVEN FOR THE ALLEYS. MODERN RECORDS SUCH AS CITY MAPS, PLATS OF SURVEYS, ECT... CLAIM THE LOTS TO BE 130 FEET AND 170 FEET DEEP, WITH 20 FOOT WIDE ALLEYS. THERE IS EVIDENCE TO SUPPORT BOTH CLAIMS.

ON SEPT. 10, 1867, SURVEYOR G.M. WALKER WAS EMPLOYED BY THE TOWN COUNCIL OF EMPORIA TO RESURVEY AND MARK CERTAIN STREETS AND AVENUES IN SAID TOWN OF EMPORIA. THE SURVEY, WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS MARCH 16, 1915 IN BOOK 112 - PAGE 108. THIS RECORDATION REFERENCES DISTRICT COURT CASE #12310 IN WHICH WALKER'S REPORT OF SURVEY WAS PRESENTED AS EVIDENCE. WALKER STATES IN HIS REPORT THAT THE STREETS, AVENUES, AND LOTS ARE AS MARKED ON THE TOWN PLAT, AND THE ALLEYS ARE 16 FEET WIDE. HOWEVER, IN 1882, FIFTEEN YEARS AFTER WALKERS SURVEY; ROBERT MILLIKEN, COUNTY SURVEYOR, SURVEYED LOTS AT THE SOUTHWEST CORNER OF 6TH AVENUE AND COMMERCIAL STREET. MILLIKENS' SURVEY SHOWS THE EAST-WEST DIMENSION OF THE LOT TO BE 130 FEET AND THE ALLEY 20 FEET WIDE. HIS SURVEY IS FILED IN THE COUNTY ENGINEERS OFFICE. MOST ALL SURVEYS OF RECORD AFTER 1875 REFLECT THE 130' LOTS AND 20' ALLEYS. SEVERAL SEARCHES OF PUBLIC RECORDS HAVE BEEN MADE TO TRY TO RESOLVE THIS DISCREPANCY. AS OF THE DATE OF THIS RE-DRAWING, NO RECORDS HAVE BEEN ENCOUNTERED TO PROVIDE A SOLUTION.

EXHIBIT A

THIS REDRAWING, PREPARED JULY 1990 FROM THE ORIGINAL PLAT, HAS BEEN DIVIDED IN HALF TO PROVIDE A LARGER SCALE VERSION OF THE TOWNSITE SHOWING CHANGES BY ORDERS AND ORDINANCES THAT ARE RECORDED IN THE REGISTER OF DEEDS OFFICE.

EMPORIA, KANSAS

BEING SECTION 10 and the 1/2 SECTION 15, T19S, R11E.

SURVEYED BY: C.F. EICHACKER SCALE: 1" = 200'

320 ACRES RESERVED FOR CHURCHES, SCHOOLS, PUBLIC GROUNDS & c.

This redrawing, prepared July, 1990 from the original plat, has been divided in half to provide a larger scale version of the townsite showing changes by Orders and Ordinances that are recorded in the Register of Deeds office.

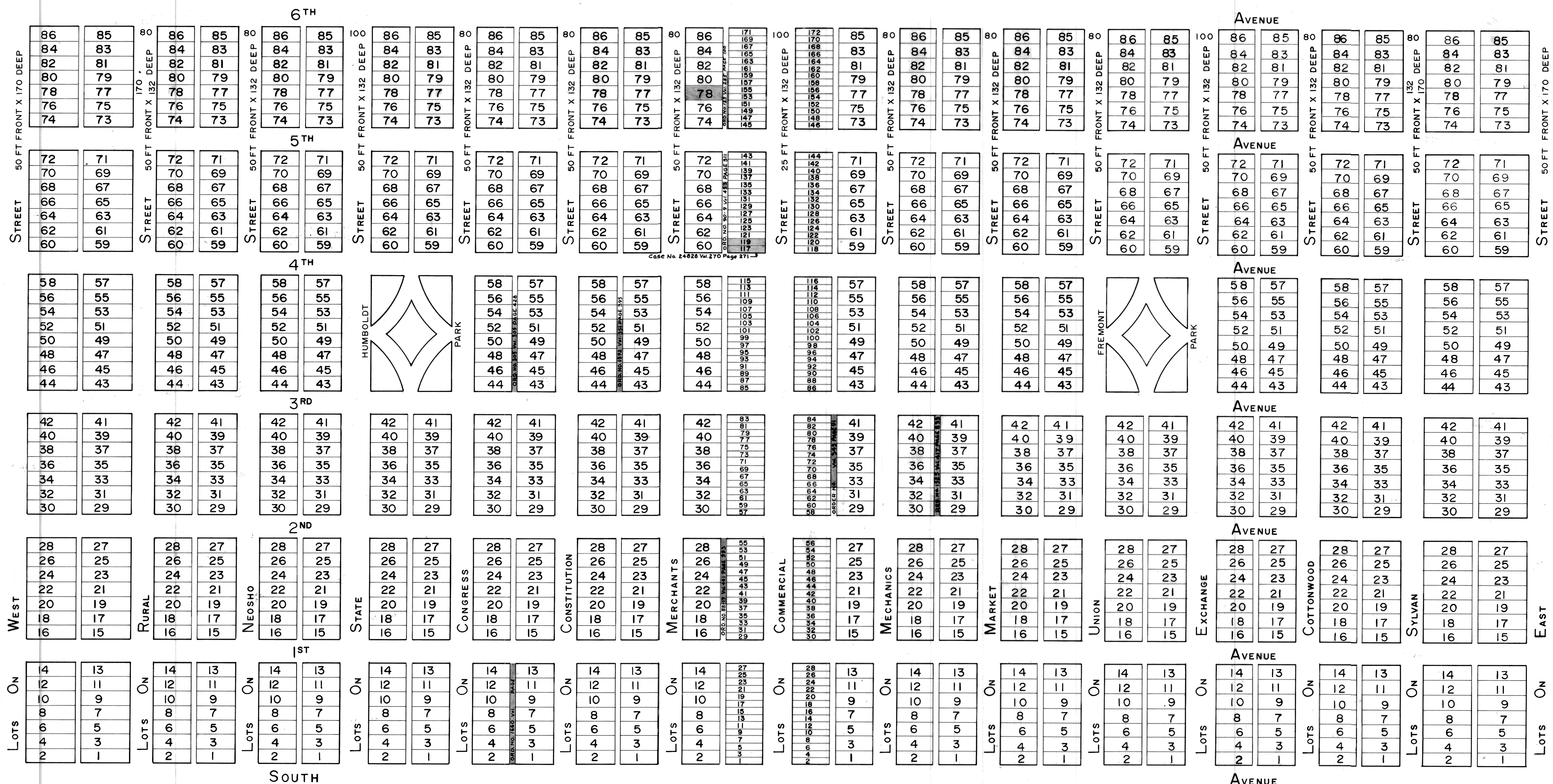
Ordinance #97-42 Vol 511 Pg 547 12-12-97
Vacation of Cottonwood Street lying between 1st & 2nd Avenues RETAINING:20'utility easement

Ordinance #96-41 Vol 505 Pg 605 3-18-97
Vacation of W 2'of alley adjoining Lts 56 & 58 Constitution Street

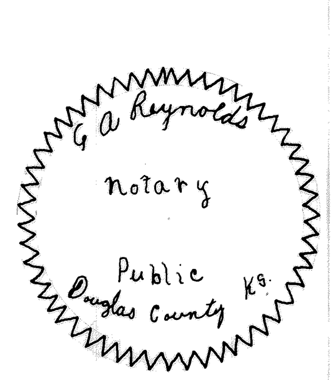
Ordinance #92-19 Vol 467 Pg 315 7-6-92
W 0.75'of Merchant Street lying E of & adj to E line Lts 47 49 51 53 on Merchant St--
VACATION OF STREET EASEMENT

ORDINANCE #94-2--Vacation of 10'x80' East-West Alley between Lts 81 & 83 on Merchant Street
Recorded 2-18-94 Vol.481 Pg.303

ORDINANCE # 93-30 RECORDED 12-10-93
Miscellaneous Volume 479 Page 415
Alley Vacation & Retaining Utility Easement
Exchange Street- Lots 16,18,20,22,24,26 & 28
Cottonwood St.- Lts 15,17,19,21,23,25 & 27



NUMBER	VOL#	PAGE#	DATE	Instrument Type or Purpose
1525	417	833	8-6-1985	Vacation of Alley /Res.
88-19	441	993	8-17-1988	Vacation of Alley /ORDINANCE
1592	351	395	3-8-1977	Vacation of Alley /ORDINANCE
305	303	428	12-29-1967	Vacation of Alley /ORDINANCE
90-9	453	311	6-5-1990	Vacation of Alley
125	285	100	12-31-1963	Vacation of Alley /ORDINANCE
1660	211	9	6-28-1948	Vacation of Alley / ORDINANCE
24828	270	271	8-8-1961	Parking Condemnation
	345	91	2-12-1976	Vacation of Alley



Territory of Kansas } ss
Douglas County }

Before the subscriber a Notary Public In and for said County personally came G.W. Brown President, and G.W. Deitzler Secretary of the Emporia Town Company who are both personally known to me to be the persons they represent themselves as being and they acknowledged that the map to which this is attached, and the adjoining certificate to which they have affixed their hands and official seal are genuine and that they signed the same with their own hands witness my hand and official seal at Lawrence the 3rd day of December, 1858
G.A. Reynolds Notary Public.

The undersigned President and Secretary of the Emporia Town Company do hereby certify that the map to which this is attached is a true copy of the plat of said town of Emporia with all the lots, streets, numbers of said town as witness their hands and the official seal of said company.

Witness: Lorinda G. Heath G.W. Brown, President
G.A. Reynolds G.W. Deitzler, Secretary

EXHIBIT A

NOTE: There exists a discrepancy in the depths of lots and alleys in an East–West position. The original townsite plat indicates the lots to be 132 feet and 170 feet deep, with no dimension given for the alleys. Modern records such as City maps, Plats of Surveys, etc... claim the lots to be 130 feet and 170 feet deep, with 20 foot wide alleys. There is evidence to support both claims.

On Sept. 10, 1867, Surveyor G.M. Walker was employed by the Town Council of Emporia to resurvey and mark certain streets and avenues in said town of Emporia. The survey, which was filed for record in the Office of the Register of Deeds March 16, 1915 in book 112 – page 108. This recordation references District Court Case # 12310 in which Walker's report of survey was presented as evidence. Walker states in his report that the streets, avenues, and lots are as marked on the town plat, and the alleys are 16 feet wide. However, in 1882, fifteen years after Walkers survey; Robert Milliken, County Surveyor, surveyed lots at the southwest corner of 6th Avenue and Commercial Street. Milliken's survey shows the East–West dimension of the lot to be 130 feet and the alley 20 feet wide. His survey is filed in the County Engineers Office. Most all surveys of record after 1875 reflect the 130' lots and 20' alleys. Several searches of public records have been made to try to resolve this discrepancy. As of the date of this redrawing, no records have been encountered to provide a solution.

EMPORIA
City of Emporia

Consent Agenda

Proposed Agenda Date: November 2, 2022

Presented By: Trey Cocking, City Manager

ITEMS:

A. Approve the minutes of the October 19, 2022, City Commission Meeting.
B. Ratification and Approval of the Payroll Ordinances for the periods ending October 21, 2022.
C. H.W. Lochner Airport Runway Extension Design Supplemental Agreement No. 2 in the amount of $34, 000.00.
D. S.R. Coffman License Agreement for Property Located at 301 Peyton Street.

RECOMMENDED ACTION:

Approve the Consent Agenda as presented.

COMMISSION MEETING 11:00 A.M. OCTOBER 19, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, October 19, 2022, with Mayor Smith presiding and Commissioners Brinkman, Harter and Sauder present. Commissioner Giefer was absent. Also present were City Manager Cocking, City Clerk Sull and City Attorney Montgomery.

CITY COMMISSION
(Public Comment)

This is the time for the public to make comments.

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

Joann Young, 1767 Road 20, Hartford, Kansas, is a member of the Lyon County Food and Farm Council. She stated she was in favor having chickens inside city limits as part of Urban Food awareness.

Katie Miller, Director of Water Services for Kansas Municipal Utilities, was recognized and addressed the Governing Body. She was in attendance to present the Best Tasting Water Award to all the staff at the Emporia Water Treatment Plant. She stated this was the third time the City of Emporia has received this award, which makes Emporia eligible to represent Kansas at the National Water Works contest next year. Water Treatment Plant Manager Jack Mason accepted the award along with the staff of WTP staff for the City.

The Commission thanked the Water Treatment Plant staff for their work for receiving this prestigious award.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 9-20-22)
(Application No. 2022-06 - Request of Evergy Kansas Central, Inc.)
(Conditional Use Permit for Communication Tower at 683 Road 180)

The Planning Commission met in a regular session on Tuesday, September 20, 2022, with Chair Thomas presiding. Members Bucklinger, Weaver, Duncan, and Barnes were present.
Member Colson was absent.
City staff: Justin Givens and Moriah Keen were present.

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

2. Consider an Application PC 2022-06 CUP a Request for a Conditional Use Permit for a Communication Tower

Chair Thomas asked if proper notice had been given. **Givens** confirmed that proper notice was provided to the newspaper and the property owners within 200ft of the property.

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

Givens provided the staff report:

Application #: PC 2022-06 CUP
Applicants: Evergy Kansas Central, Inc.
Requested Action: Consider an Application for a Conditional Use Permit for a Communications Tower
Purpose: Applicant desires to erect a communications tower on their property.
Address: 683 Road 180
Legal description: Lot 1, Block 1, Westar Subdivision
Lot Size: 19.10 acres
Existing Zoning: I-1 Light Industrial
Future Zoning in ELC Comp. Plan: Industrial Flex

Surrounding Zoning:
North - I-1 Light Industrial, A-L Agricultural, R-1 Low Density Residential
East - C-3 General Commercial
South - C-2 Restricted Commercial, C-3 General Commercial, I-1 Light Industrial
West - A-L Agricultural

Surrounding Actual Uses:
North - Pasture - Field Crops - Large Lot Residential Homes
East - Agriculture and Heavy Equipment Sales - Heavy Commercial
South - Pasture - Field Crops - Meat Processing & Packaging - Heavy Commercial
West - Pasture - Homestead

Analysis:

Evergy is in the process of building a 13-million dollar operation facility at 683 Road 180. This new facility will consolidate their Emporia area operations, providing office, training, and operational space, warehousing for equipment and supplies, and a yard for outdoor storage.

They are requesting to install a communication tower in the southwest corner of their property. The proposed tower will be 320 ft. tall and is similar to the tower built at the City of Emporia Public Works Facility. The tower will be located 197 ft. from the south property line, and 81 ft. from the west property line. The tower will be located more than 1300 ft. from the nearest residential structure and more than 600 ft. from the nearest commercial structure.

The tower is necessary to assist the utility in communication throughout the district with workers and equipment including grid monitoring.

Additional analysis has been provided in the factors for consideration.

20-808. Consideration of Conditional Use Permit.

a. Except as hereinafter otherwise provided, a Conditional Use Permit application for a telecommunications tower shall be subject to the same procedures for consideration and action as applies to any other Conditional Use Permit application pursuant to Article 26 of these regulations.

b. In lieu of the factors for consideration of a Conditional Use Permit application under 26-109 of these regulations, the Planning Commission may recommend approval of a Conditional Use Permit, and the Governing Body may approve such permit for a telecommunications tower, using the following factors as guidelines:

1. Whether approval of the conditional use would be consistent with the intent and purpose of, and meets the requirements of, these regulations; **The location of the tower on the applicant's property is situated in a manner to be the least intrusive to the neighboring property owners. It will create separation from existing structures, which would limit any potential hazards if the tower where to collapse. Granting the conditional use as proposed would be consistent with other towers of similar size within the city and of the regulations.**

2. The aesthetic impact of the proposed telecommunications tower on the surrounding neighborhood; **The applicant has stated that they are open to work with neighboring property owners on the lighting scheme provided it meets FAA approval. They would be allowed a daytime white strobe and a solid red nighttime light to help minimize any light intrusion onto neighboring properties. As this site sits mostly adjacent to industrial and heavy commercial uses, the aesthetic impact of the tower will be minimal on the surrounding neighborhood. Additionally, by locating the tower closer to the south property it provides the maximum distance possible away from any residential structure.**

3. Whether the positions of the applicant and/or the opponents are substantiated by substantial competent evidence or rather generalized concerns or unsubstantiated claims are made to the Planning Commission and/or Governing Body; **The tower is necessary to improve communications in and around the City of Emporia, western Lyon County and into Chase County. It will provide additional redundancy with a tower located at the Evergy Energy Center several miles northeast of town. A new tower was also necessary so that direct connections could be made at the Service Center.**

4. Whether a Federal Communication Commission (FCC) license has been granted to the applicant authorizing provision of wireless services to the community and whether radio frequency emissions will comply with FCC regulations; **An FCC has been granted. Space has also been provided for co-location and any additional antennae placed on the tower will be required to be licensed from the FCC as well.**

5. Will the tower adversely impact adjoining property values, present a hazard to air space, negatively impact the environment, traffic or in any other manner create negative impacts upon the neighborhood or community; **The FAA has issued a letter of determination of No Hazard To Air Navigation for the proposed tower. The location of the tower is sited in an area that it will have minimal impact on traffic and should have minimal impact on the**

environment in the area that would create a negative impact.

6. The recommendation of professional planning staff; **Based on information provided at the time of writing this report, staff is supportive of the request.**

7. The expert testimony presented on behalf of and in opposition to the application; **Any additional information shall be weight during consideration of the CUP.**

8. Such other factors as may be relevant to the facts and evidence presented in the application. **Any additional information shall be weight during consideration of the CUP.**

Neighborhood Communications: At the time of writing this report, staff has been in contact with one property owner within the notification area, who asked general questions about the location, style or type of tower, finish, and lighting scheme. No objection to, or support of the application was provided.

Recommendation: If the Planning Commission finds that the project is advisible, it may forward a recommendation to approve the Conditional Use Permit to the Governing Body based on the findings that the project is consistent with the intent and purpose of the zoning regulations, will not have an adverse impact on the surrounding area and the use is consistent with neighboring uses and based on the following conditons;

1- The project meets all applicable zoning, building, fire, federal, and other applicable regulations,
2- The project adhears to the approved site plan,
3- Any additional conditions the Planning Commission or City Commission deem necessary to protect the public health, safety, and general welfare.

Attachments: Application / Supporting Documents /Aerial Map / Current Zoning Map

Commissioner **Bucklinger** asked what would be potential uses for the space. **Givens** said any other communication company could be used.

Commissioner **Bucklinger** verified if the city has no responsibility for the use of the tower. **Givens** said the city just license the location. FAA does a study to make sure there is no air traffic conflicts. FCC approves the communication equipment license that goes on the communication tower. The city requires an administrative permit or building permit anytime there are modifications or changes to the tower.

Commissioner **Bucklinger** asked if the telecommunication tower does fall, are there any issues the city would need to be concerned. **Givens** said in the past we have put communication towers in much tighter spaces. We rely on engineers to build them. We require plans, footings, and structural support to make sure these towers are safe. Commissioner **Bucklinger** verified if there were issues, it would be between the parties that were involved. **Givens** said the City would not take on any liability for issuing a permit for that location.

The Public Hearing was opened.

J.J. Stutler, Evergy Lead Radio Architect; **Stutler** stated that the communication tower will be lighted during the daytime with a light strobe. During the night time there will either be a low density light strobe or a red LD light, depending on what the neighbors prefer. **Stutler** also stated that the communication tower is a self-supported tower. If it does fall, it will not fall 300ft over, instead, it will cripple down. We are planning on building the tower strong enough to be able to put other tenants on the tower.

The Public Hearing was closed.

Commissioner **Barnes** made a motion to approve Application PC 2022-06 CUP. Commissioner **Bucklinger** seconded. No discussion. **Approved 5-0.**

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated this was request from Evergy Service Center for a Conditional Use Permit (CUP) to install a communication tower in the southwest corner of their property. The proposed towel will be 320 feet tall and is similar to the tower built at the Public Works Facility. The tower will be located 197 feet from the south property line, and 81 feet from the west property line. The tower will be located more than 1300 feet from the nearest residential structure and more than 600 feet from the nearest commercial structure. The tower is necessary to assist the utility in communication throughout the district with workers and equipment, including grid monitoring. He stated per the Zoning Regulations, the CUP is valid for five years, after which, Evergy or the tower occupants will be required to reapply for an extension of the permit. The process is designed to ensure that tower owners continue to meet all local, state, and federal regulations. At their September 20, 2022, regular meeting, the Planning Commission unanimously approved a recommendation for a Conditional Use Permit to be issued for the new Evergy Service Center located at 683 Road 180.

PLANNING AND DEVELOPMENT
(Application No. 2022-06 - Request of Evergy Kansas Central, Inc.)
(Conditional Use Permit for Communication Tower at 683 Road 180)
(Ordinance Number 22-45)

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT FOR A CERTAIN DESCRIBED AREA IN THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 22-45, was presented to the Governing Body for their consideration.

Commissioner Brinkman made a motion to approve Ordinance Number 22-45, an ordinance issuing a Conditional Use Permit for a telecommunications tower. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 9-20-2022)
(Application No. 2022-02 - Request of Emporia Land Development, LLC)
(Vacate a 20 Ft. Platted Utility Easement at 2730 W. 24th Ave.)

The Planning Commission met in a regular session on Tuesday, September 20, 2022, with Chair Thomas presiding. Members Bucklinger, Weaver, Duncan, and Barnes were present.

Member Colson was absent.

City staff: Justin Givens and Moriah Keen were present.

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

Consider an Application PC 2022-02 VAC a Request to Vacate a Platted Utility Easement.

Chair Thomas asked if proper notice had been given. **Givens** confirmed that proper notice was provided to the newspaper and the property owners within 200ft of the property.

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

Givens provided the staff report:

Application #: PC 2022-02 VAC
Applicants: Emporia Land Development, LLC
Requested Action: Consider an Application for Vacating a Platted Utility Easement
Purpose: Applicants desire to vacate a 20 ft. Platted Utility Easement
Address: 2730 W 24^{th} Ave.
Legal description: 20 foot Utility Easement Located on the East Side of Lot 2, Block A, Emporia Pavilions First Addition
Lot Size: N/A
Existing Zoning: Planned Unit Development
Future Zoning in ELC Comp. Plan: N/A

Analysis: The applicants have requested the vacation of a utility easement located along the east side of a lot in the Pavilions Shopping Center. The easement was platted, but no utilities were ever placed within the easement. One of the several new stores currently under construction will be built over the easement.

Once completed, the building will be sold to the occupants, and to help facilitate a clean title to the property, the applicants have requested that the easement be vacated.

Considerations: There are no public or private utilities within the easement. The Utility Advisory Board members received notices of the vacation request. There were no objections to the request noted.

Neighborhood Communications: The only property owner affected by the vacation is the applicant.

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

Due and Legal Notice has been given - notices were mailed to all abutting property owners of the requested vacation (the applicant) and owners within 200 ft. of the easement (the applicant). A notice was also provided in the official newspaper as prescribed by law.

No private rights will be injured or endangered - the vacation will actually facilitate transfer of ownership and provide clean title to the property.
The public will suffer no loss or inconvience - there are no public or private utilities within this easement and none planned. The public will suffer no loss.

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

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

12-401. a. The following procedures are provided to vacate streets, alleys or

other public reservations such as, but not limited to public easements, dedicated

building setback lines, access control, or a part thereof, and including all or parts of recorded plats within the corporate limits of the City:

1. Petitions for vacations received from the Governing Body, the owner of

platted land or the owner of land adjoining on both sides of any street,

alley, easement or other public reservation may be filed with the Zoning

Administrator.

2. The petition shall be reviewed by and comments submitted to the

Planning Commission by the Utility Advisory Committee.

3. Following its receipt of the comments of the Utility Advisory Committee,

the Planning Commission shall make a recommendation to the Governing

Body as to whether the vacation should be approved or disapproved and

with or without conditions attached. If the Planning Commission

determines that:

(a) due and legal notice has been given;

(b) no private rights will be injured or endangered; and

(c) the public will suffer no loss or inconvenience;

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

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

Attachments: Application & Exhibit - Aerial Map

The Public Hearing was opened.

Steven Brosemer, (Applicants Agent); **Brosemer** stated that the city staff from the Utility Advisory Board Meeting required that we put easements on every line. The developer did not want to, but complied with city staff. The developer wants to vacate the easement because it is in the way. The developers are planning on going along the line. They are not planning to go further north from the easement.

The Public Hearing was closed.

Commissioner **Duncan** made a motion to approve Application PC 2022-02 VAC based off staff recommendations. Commissioner **Barnes** seconded. No discussion. **Approved 5-0.**

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated this was a request from Emporia Land Development, LLC for vacating a 20 foot platted utility easement at Emporia Pavilions First Addition or 2730 W. 24th Avenue. He stated the easement was platted, but no utilities were ever placed within the easement. One of the several new stores currently under construction will be built over the easement. Once completed, the building will be sold to the occupants. In an effort to help facilitate a clean title to the property, the applicants have requested that the easement be vacated.

At their September 20, 2022 regular meeting, the Planning Commission unanimously recommended the approval of vacating the easement located at the Emporia Pavilions.

PLANNING AND DEVELOPMENT
(Application No. 2022-02 - Request of Emporia Land Development, LLC)
(Vacate a 20 Ft. Platted Utility Easement at 2730 W. 24th Ave.)
(Ordinance Number 22-46)

AN ORDINANCE VACATING A CERTAIN UTILITY EASEMENT IN THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 22-46, was presented to the Governing Body for their consideration.

Commissioner Harter made a motion to approve Ordinance Number 22-46, an ordinance vacating a public easement for Emporia Land Development, LLC. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Mayor Smith, aye.

CITY MANAGER'S REPORTS
(Financials & Building Permits)

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

1. Monthly Local Retail Sales Tax Receipts Update

	2021	2022	
	$475,861.42	$628,249.40	**Increase** of $152,387.98 for the month, and Overall **increase** of 12.99% from year 2021
YTD	**$4,063,224.94**	**$4,590,905.38**	

2. City Share from County Tax

	2021	2022	
	$246,867.24	$ 321,214.93	**Increase** of $74,347.69 for the month, and Overall **increase** of 13.29% from year 2021
YTD	**$2,063,718.32**	**$2,337,901.92**	

3. **Building Permits issued from 9/1/2022 to 9/30/2022 for new construction, remodeling, repairs and demolition.**

Total number of building permits issued through Code Services:	101
Total of valuations associated with those building permits:	$1,759,305.00
Total number of dollars collected for Building Permit Fees:	$ 14,103.50
Construct - single family dwellings	0
Demo - single family dwellings	0
Flint Hills Mall CID for September 2022	$ 32,405.75
Year to Date Total	$ 176,136.03

Consent Agenda

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

a. Approve the minutes of the Regular Meeting held on October 5, 2022.

b. Ratification and approval of Payroll Ordinance for the period ending October 7, 2022.

c. Resolution No. 3681 for Series A Whittier Place II, LP and Resolution No. 3682 for Series B Whittier Place II MR, LLC for Termination and Release of Lease for property located at 1300 Whittier Place Lane.

d. Flint Hills Technical College Major Economic Grant Program Reallocation.

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

CITY COMMISSION
(City Manager's Report)

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

At the time this Agenda was prepared, the following items were in the works for the tentative Agenda of November 2, 2022.

- Proclamation Naming Small Business Saturday.
- Approve RFQ for Elevated Tank Maintenance.
- KDOT Connection Link.

Study Session

- Review Fireline Policy.
- Discuss Implementation of Rental Registration and Revisions to current Vacant Property Ordinance.
- Discuss Revision of Human Relations Commission Ordinance.
- Discuss Rates.
- Discuss Ordinance Cross Connection/Online Backflow Management System.

EXECUTIVE SESSION

Commissioner Sauder made a motion to adjourn into Executive Session to discuss proprietary information of third parties for potential economic development projects and invite Special Projects Manager Jim Witt, and Chuck Scott, President of RDA, from 11:18 a.m. to 11:43 a.m., in the City Commission Meeting Room. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; and Mayor Smith, aye;

Upon reconvening the meeting in Regular Session at 11:43 a.m., this same date, in the City Commission Meeting Room, Commissioner Sauder made a motion to continue the Executive Session discussion with all the same people from 11:45 a.m. to 11:55 a.m. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; and Mayor Smith, aye. Commissioner Brinkman was not present at the time of vote.

Upon reconvening the meeting in Regular Session at 11:55 a.m., this same date, in the City Commission Meeting Room, Commissioner Sauder made a motion to continue the Executive Session discussion with all the same people from 11:59 a.m. to 12:09 p.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 12:09 p.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 projects and no action was taken.

Commissioner Brinkman made a motion to recess the meeting until 12:25 p.m. to Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

The following items were discussed at Study Session:

Discuss Chickens within City Limits.
Discuss New City Logo.
Discuss Request for Proposal for Compensation Study.
Housing Policy Update & Review.
Vacant Property Improvement Program.

Discuss Request for Proposal for Compensation Study:

Jo Lynne Herron, Director of Human Resources, addressed the Governing Body. She stated the last comprehensive compensation analysis was developed in 2008 by The Water Consulting Group. Since the implementation of that study the City made a 2% adjustment to the salary scales in 2014. In 2021 the City Commission was informed that the pay scales were behind CPI by 24%. The Commission approved a 12% adjustment in January 2022, and an additional 4% adjustment in August 2022. She stated a comprehensive compensation analysis is needed for the City to be competitively position the organization within the current labor market. Staff was recommending approval of Request of Proposal for publication due by November 15, 2022.

Commissioner Harter made a motion to approve the Request for Proposal for Comprehensive Compensation Study for immediate publication. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Mayor Smith, aye.

Vacant Property Improvement Program:

Jeff Lynch, Community Development Coordinator, addressed the Governing Body. He stated a property survey conducted last spring identified 130 vacant residential structures throughout the city. The proposed program offers a viable means to return housing united back to productive use, add to the tax base, and help eliminate blight and encourage further improvements. He stated the goal of the is program is to transform vacant, blighted residential structures into desirable housing. He then reviewed the proposed property requirements prior to renovation, a list of possible items for renovation and how the program could work with qualified privately owned homes. He stated the funding for the program could be utilized from the City's American Rescue Plan Act (ARPA) funds. A total of $200,000 of funding is proposed.

Following further discussion, Commissioner Sauder made a motion to approve the proposed Vacant Property Improvement Program for $200,000.00 with funding from the City's ARPA funds. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; and Mayor Smith, aye.

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

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

Commission Action Report

Title: H.W. Lochner Airport Runway Extension Design Supplement Agreement No. 2. for the Amount of $34,400.00.

Proposed Agenda Date: November 2, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:
Now that construction of the 5.5-ft runway extension is complete, we need to conduct an AGIS survey for post-construction conditions and upload this information to the FAA site for the new runway length to be published. Therefore, please find attached for your execution our Supplemental Agreement No. 2 for design phase services related to the runway extension that includes the as-built AGIS survey scope and the respective fee which will be completed by our subconsultant, Martinez Geospatial. With this task, the overall design fee for this project equates to $183,849.00 and the amount associated with the as-built AGIS survey described in the attached supplement, $34,400.00, will be reimbursed with funds remaining on KDOT KAIP Grant AV-2023-36 since this work falls under the category “Construction Engineering” as described in the Grant Agreement.

DISCUSSION:
Staff would like to amend the current runway extension design contract with H.W. Lochner, Inc. for the AGIS survey.

FINANCIAL CONSIDERATIONS:
90% of the $34, 400.00 cost of the AGIS survey is reimbursed. The city’s share will be $3,440.00.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:
Approve H.W. Lochner Airport Runway Extension Design Supplement Agreement No. 2. for the amount of $34,400.00.

ATTACHMENTS:
H. W. Lochner Supplemental Agreement No. 2 (Runway Extension Design Contract)

CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 (SA#2)

ORIGINAL AGREEMENT DATED 08/18/2021

SUPPLEMENTAL AGREEMENT NO. 1 DATED 10/06/2021

Owner: City of Emporia, Kansas

Client: City of Emporia, Kansas

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date:

Project: Extend Runway 1-19 to 5,050' ***(reduced to 5,004')***

Remove Obstructions to Runway 1 Approach and Object Free Area

Complete AGIS Aeronautical Survey for Ultimate Runway 1 Threshold Location and Existing Runway 19, Runway 6, and Runway 24 Threshold Locations

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

No change to Items 1., 2., 4., 5., and 7. – 18. of the Original Agreement. Items 3. and 6. shall be amended as follows:

3. Lochner's Scope of Services.

Replace "Attachment SA1-A" of Supplemental Agreement No. 1 with "Attachment SA2-A".

6. Compensation for Lochner's Scope of Services.

Replace Article III of "Attachment SA1-A" of SA#1 with Article III of "Attachment SA2-A".

Notice to Lochner:

Matthew J. Jacobs, PE
Vice President, Aviation
H. W. Lochner, Inc.
16105 W. 113th Street, Suite 107
Lenexa, KS 66219

Notice to Client:

Dean Grant
Director of Public Works
1220 Hatcher
Emporia, KS 66801

Type text here

H.W. LOCHNER, INC.	**CITY OF EMPORIA, KANSAS**
By: [signature]	By:
Title: Vice President, Aviation	Title:
Date: 09/14/2022	Date:

B. <u>SPECIAL SERVICES</u>

4. Complete AGIS Aeronautical Survey (preconstruction)
   a. See Attachment SA1-B prepared by Martinez Geospatial, Inc.
5. Complete AGIS Aeronautical Survey (post-construction)
   a. See Attachment SA2-B prepared by Martinez Geospatial, Inc.

ARTICLE III
COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

<u>COMPENSATION SCHEDULE</u>

A. <u>BASIC SERVICES</u>

1. Preliminary Phase *(Original Agreement)* .... $10,500.00 Lump Sum
2. Design Phase – CSPP Report *(Original Agreement)* .... $ 8,000.00 Lump Sum
3. Design Phase – Plans and Specifications *(Original Agreement)* .... $39,600.00 Lump Sum
4. Bidding Phase *(Original Agreement)* .... <u>$ 7,600.00</u> Lump Sum

   Subtotal Basic Services *(Original Agreement)* $65,700.00 Lump Sum

B. <u>SPECIAL SERVICES</u>

1. Administrative Assistance *(Original Agreement)* .... $ 4,200.00 Lump Sum
2. Field Survey – Engineering Design *(Original Agreement)* .... $14,700.00 Lump Sum
3. Permitting / SWPPP *(Original Agreement)* .... $ 2,200.00 Lump Sum
4. Complete AGIS Aeronautical Survey *(preconstruction)*
   ~~*(Original Agreement)* .... $67,000.00 Lump Sum~~
   (Supplemental Agreement No. 1) .... $62,649.00 Lump Sum
5. Complete AGIS Aeronautical Survey *(post-construction)*
   (Supplemental Agreement No. 2) .... <u>$34,400.00</u> Lump Sum

   Subtotal Special Services
   ~~*(Original Agreement)* $88,100.00 Lump Sum~~
   (*Supplemental Agreement No. 1)* $*118,149.00 Lump Sum*

   Total Basic and Special Services
   ~~***(Original Agreement)*** **$153,800.00 Lump Sum**~~
   (Supplemental Agreement No. 1) $183,849.00 Lump Sum

C. <u>CONSTRUCTION SERVICES</u>

1. Construction Services .... May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. <u>Basic Services</u>, and Item B. <u>Special Services</u>, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

PROJECT SUMMARY

CLIENT	Lochner
CLIENT CONTACT	Matthew Jacobs
CLIENT ADDRESS	16105 W. 113th Street, Suite 107 Lenexa, Kansas 66219
PROJECT LOCATION	Emporia Municipal Airport (EMP)

Martinez Geospatial, Inc. (MTZ) will provide **Lochner** with Field-Survey, Photogrammetry and Airports-GIS services in support of a **Post-Construction Aeronautical Survey** at **Emporia Municipal Airport (EMP).**

This scope includes tasks required to comply with FAA Airports-GIS program standards. All safety-critical survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The FAA Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the **Runway 1/19 post-construction condition**.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix)** of **18B, Column "Instrument Procedure Development."**

PROJECT SPECIFICATIONS

STATE	KANSAS
COUNTY	LYON
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	KANSAS STATE PLANE – SOUTH ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL
ORTHO RES & PHOTO FORMAT	0.5' GSD, TIF & SID FORMAT

PROJECT AREA DEFINITION

The total project area consists of:

Airports-GIS Airport Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS), for Runway 1/19, as defined in AC-150/5300-18B.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Coordination

MTZ will develop, submit, and gain approval of the "Statement of Work" for the project through the ADO and FAA Airports-GIS. MTZ will also assemble, submit, and gain approval of AP Acquisition Report through FAA Airports-GIS. MTZ will complete all necessary FAA Report information/documentation related to field-survey, including methodologies and equipment specifications. MTZ management will coordinate with EMP Airport Operations regarding airfield access and all onsite escorting/security/safety matters.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas outlined in the **PROJECT AREA DEFINITION** section of this scope utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of a single "block" of imagery, as specified below:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	The coverage limit for this imagery is the horizontal extents of **AGIS Airport Airspace Analysis Area.** This imagery will be utilized for obstruction surveys/airspace data collection and analysis. This imagery will also be utilized for generation of ortho-photography.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Geodetic Control / Validate PACS & SACS (Field-Survey)

There are one PACS monument and two SACS monuments published by NGS for the airport. This project will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS). If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required. Geodetic data will be tied to the NSRS using the latest published adjustment (2011).

Following are the specific PACS & SACS locations to be used:

Station Type	Designation	PID	Horizontal Datum	Vertical Datum	GEOID
PACS	*EMP A*	*AH5750*	*NAD83(2011)*	*NAVD88*	*GEOID18*
SACS	*EMP B*	*AH5751*	*NAD83(2011)*	*NAVD88*	*GEOID18*
SACS	*EMP C*	*AH5752*	*NAD83(2011)*	*NAVD88*	*GEOID18*

Survey Imagery Photo Control (Field-Survey)

A combination of photo-identifiable control points and artificial targets will be selected/set and surveyed for use as ground control for aero-triangulation of the new aerial imagery. Imagery control points will be spread throughout the aerial imagery project-area in a geometric pattern conducive to favorable aerotriangulation results. Each imagery control point will be surveyed using RTK survey methods. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the Aerial Photography Acquisition Report**.** It is anticipated that 22 Imagery Control Points will be required. Per FAA requirements, in addition to the imagery control points, an additional 5 Independent Checkpoints will be surveyed and processed through NGS OPUS.

Aero Triangulation

The newly acquired digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the needs of LOCHNER and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of orthophotos will be produced. Orthophotos will cover the following defined areas and meet the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50’ GSD	See Exhibit

Runway Surveys (Field-Survey)

Field Surveyors will accomplish survey of both runways at EMP (1/19 & 6/24); survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold a monument will be set, surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be reduced to

50-foot stations for FAA submission. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Furthermore, MTZ will indentify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will also be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Surveys (Field-Survey)

Surveyors will accomplish field-survey of NAVAIDs serving the EMP airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable. The NAVAID Survey will include the following:

Airport Beacon	*1 PAPI*	*1 REILs*
19 PAPI	*19 REILs*	*EMP VORTAC*
ASOS		

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

Airport Airspace Analysis data collection will be completed for the new Runway 1/19 post-construction condition. Obstacle data collection/submission will be accomplished in accordance with all relevant sections of AC-150/5300-18B, Section 2.7.1 and the FAA Airport Airspace Analysis Checklist. Airport Airspace Analysis will be accomplished to the following standards:

RUNWAY	AGIS ANALYSIS TYPE
1/19	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features.*

Data Edit and GIS Formatting

All safety-critical data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. The Final AGIS Shapefiles will include the following:

Safety-Critical Dataset

a. Airport Airspace Analysis Data (Obstacles)
b. Runway Data
c. NAVAID Data
d. Geodetic Control Data

Final GIS data will meet the following specifications**:**

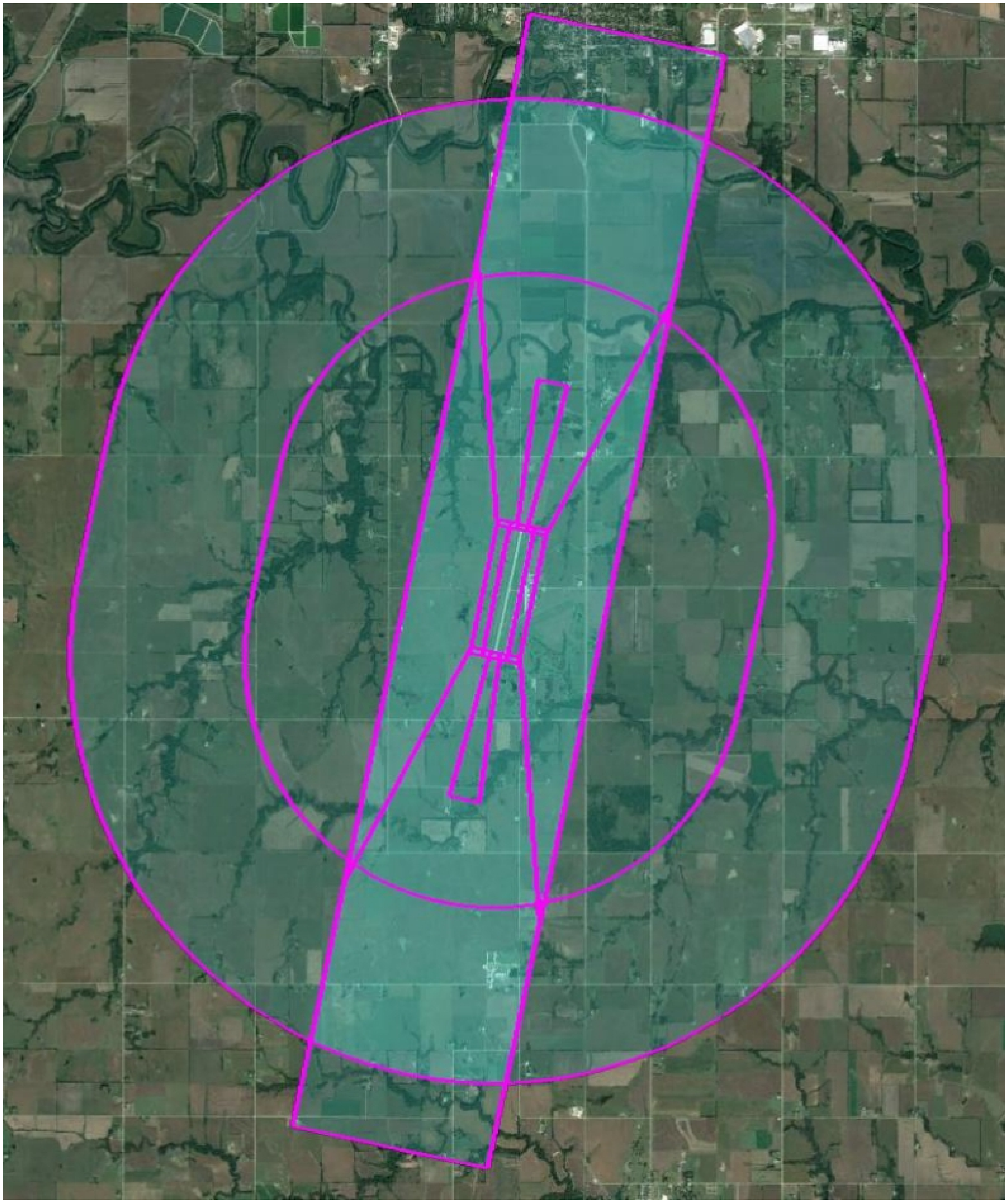
GIS DATA-MODEL UTILIZED	FAA Airports-GIS (*AC 150/5300-18B, Chapter 5)*
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All collected safety-critical data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. MTZ will coordinate with LOCHNER prior to uploading the final submission to AGIS. Following submission, MTZ will periodically follow up with LOCHNER until the final submission receives approval by NGS. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by LOCHNER, the FAA and NGS.

DELIVERABLE SUMMARY
1) Statement of Work Report (for FAA Airports-GIS approval)
2) Aerial Photography Acquisition Report (for FAA Airports-GIS approval)
3) Digital Ortho Imagery of Specified Coverage Limit (0.50’ Resolution)
4) Comprehensive FAA Airports-GIS Deliverable, consisting of: A) Airport Airspace Analysis Data B) Runway Data C) NAVAID Data D) Geodetic Control Data

Airports-GIS Airspace Analysis



Magenta Polygons - 18B/Airports-GIS Obstruction Identification Surfaces
Cyan Shaded Area - 0.50' GSD Ortho Imagery Coverage

MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389

Commission Action Report

Title:	S.R. Coffman Construction License Agreement for Property Located at 301 Peyton Street.
Proposed Agenda Date:	November 2, 2022
Presented By:	Jim Ubert, City Engineer

BACKGROUND:
S.R. Coffman Construction would like to widen their parking lot entrance along their roadway entrance on Peyton Street.

DISCUSSION:
The requested widening area of S.R. Coffman's parking lot entrance will create easier access to and from their property and proved additional parking.

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Approve S.R. Coffman Construction License Agreement for Property Located at 301 Peyton Street.

ATTACHMENTS:
License Agreement and Exhibit A.

LICENSE AGREEMENT

THIS AGREEMENT made this ___day of ___________,20___, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as “CITY”; and S.R. Coffman Construction, hereinafter referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, LICENSEE is the owner of a tract of land situated in the City of Emporia, Lyon County, Kansas and generally described as:

S14, T19S, R11E, ACRES 1.1, BEG 722S SW COR 6TH AVE & PEYTON ST S327(S) NW427(S) E276.8 TO POB (327.0 X 276.8)

and more commonly known as 301 Peyton Street, Emporia, Kansas: and

WHEREAS, the CITY is the owner of an utility easement/right-of-way (hereinafter “CITY EASEMENT”) and LICENSEE desires to widen their 26.6’ parking lot entrance along thier roadway entrance on Peyton Street (hereinafter “LICENSED USE”) within the CITY EASEMENT for the purposes of improving public and employee access to the business location; and

WHEREAS, the CITY is willing to allow the placement of such LICENSED USE within the CITY EASEMENT upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and covenants contained herein do hereby agree as follows:

1. The CITY does hereby grant and convey to LICENSEE a license, under, upon and over a portion of the CITY EASEMENT as shown by the diagram attached hereto as Exhibit A and incorporated by reference herein.

2. The license granted herein to LICENSEE is for the sole purpose of the LICENSED USE in the CITY EASEMENT and for the purpose of ingress and egress for the purpose of maintenance; provided that LICENSEE’S use of the CITY EASEMENT

does not unduly interfere nor is hazardous to the traveling public or any use of the public right-of-way.

3. That LICENSEE agrees it will repair/replace the CITY EASEMENT and any improvements or utilities therein at LICENSEE'S expense, to City standards, approved by the City Engineer, that are disturbed during LICENSED USE of the CITY EASEMENT including, without limitation, the installation/construction and/or maintenance of the LICENSED USE.

4. LICENSEE does hereby acknowledge that the license granted hereunder is under, over and upon a public easement and right-of-way and the parties agree that said grant is terminable at the will of the CITY if for any reason the CITY deems it necessary, the determination of which is in the sole discretion of the CITY. This license shall automatically terminate 60 days after the City enacts a licensing permit procedure for regulating installations in the City's rights-of-way and easements or institutes a fee requirement for installations in such easements and rights-of-way.

5. In the event the CITY determines to cancel this license, it may do so by a written notification to LICENSEE to remove the LICENSED USE and LICENSEE agrees to remove said LICENSED USE within 30 days of said notification at its expense and to restore the property to its condition prior to installation of the LICENSED USE.

6. LICENSEE agrees that the City, or any of its franchisees, does not have any responsibility or liability for damage to said LICENSED USE as a result of any installation, maintenance or construction of facilities/utilities presently existing or subsequently installed within the CITY EASEMENT, and LICENSEE does hereby waive any liability for and agrees to assume all risk of loss or damage to the LICENSED USE.

7. LICENSEE agrees to indemnify and hold harmless the CITY, its officers, and employees from any liability to person or property due to the placement or maintenance of said LICENSED USE in the CITY EASEMENT, including the cost of any attorney's fees incurred in the defense of any legal action associated with such placement or maintenance and further to indemnify the CITY against any real estate taxes or other costs and expenses it may occur due to the placement of said LICENSED USE in the CITY EASEMENT.

LICENSEE shall, during the term of this License Agreement, at its sole cost and expense, maintain a comprehensive general liability insurance policy insuring the CITY, its officers and employees, from any liability to person or property due to the placement or maintenance of the LICENSED USE in and on the CITY EASEMENT.

Each policy of insurance shall be non-cancelable and non-amendable to the extent any proposed amendment reduces the limits or scope of insurance required without thirty (30) days prior written notice to the CITY. A certificate of insurance shall be delivered to the CITY. The minimum limits of liability of such insurance shall be $1,000,000 for combined bodily injury or death and damage to property (per occurrence)

8. LICENSEE covenants that it will not interfere through its use of the CITY EASEMENT with any utilities currently existing therein or hereinafter installed. They further covenant that any damage to such utilities caused by LICENSEE or their employees, contractors, agents or assigns shall be repaired at the cost of LICENSEE.

(OPTIONAL)

9. LICENSEE agrees to provide to the City Engineer a map locating for the CITY the "as built" location of the aforementioned LICENSED USE including distances to property lines and centerlines of streets.

10. The obtaining of any easements, licenses, or right-of-ways from adjoining property owners necessary for LICENSEE to make effective use of the license granted hereunder shall be the sole responsibility of the LICENSEE.

11. The license granted hereunder shall be deemed a covenant running with the land so long as the license thus granted continues, moreover the parties hereto bind and obligate themselves and their executors, administrators, successors and assigns to the rights and obligations respectfully granted and assumed hereunder. The foregoing notwithstanding LICENSEE shall not assign this license without the express written consent of the CITY which consent may be withheld in the discretion of the CITY.

12. This agreement may be filed of record with the Lyon County Register of Deeds by the CITY, at its expense, and if so filed may be terminated by filing a copy of the written notice provided for herein with the Lyon County Register of Deeds.

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

____
BY:

____
(TITLE)

BE IT REMEMBERED, that on this _____day of ___________, A.D., 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came______________________, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

My Commission Expires ______________

CITY OF EMPORIA, KS
BY:

____
, Mayor

ATTEST:

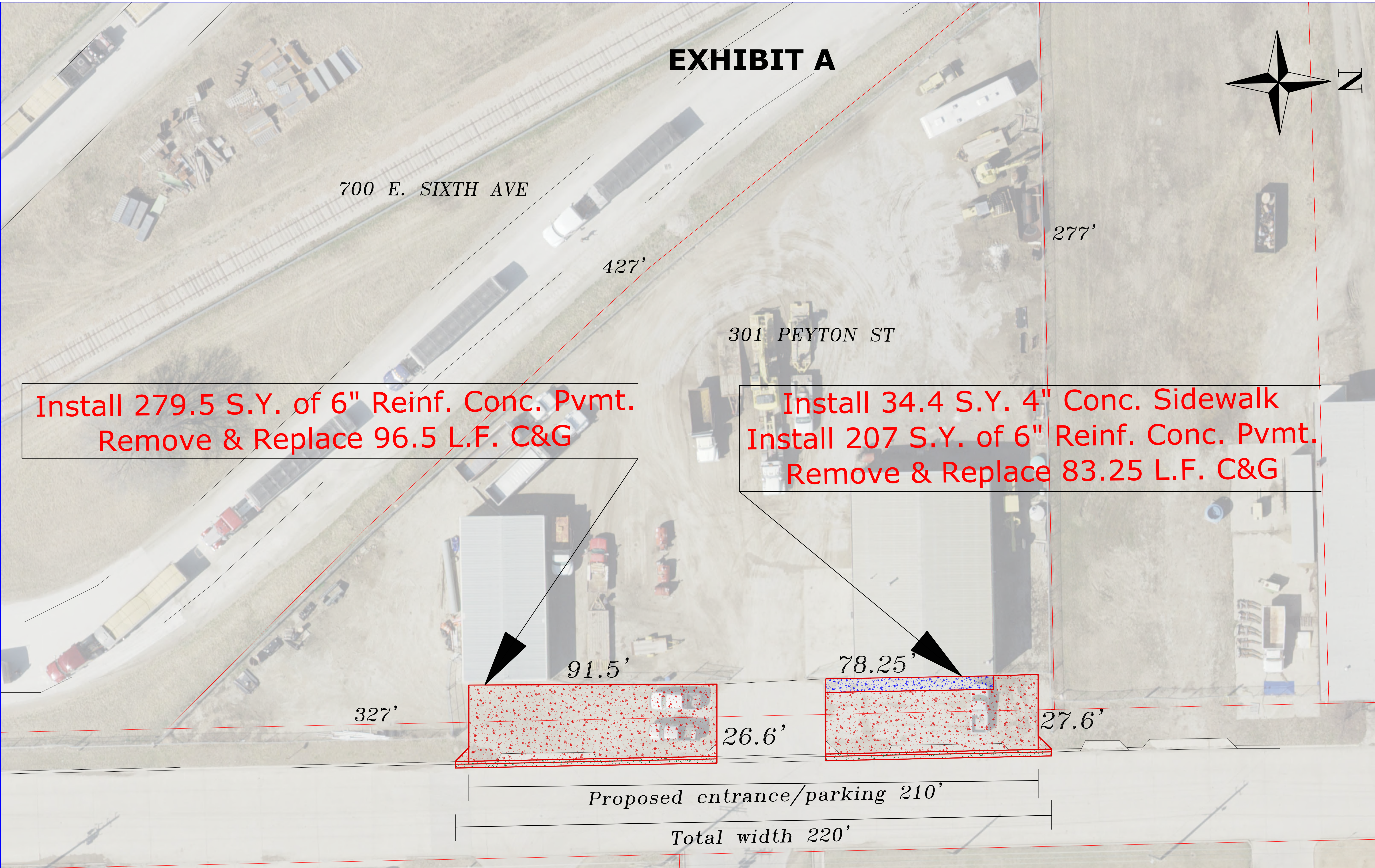
____
KERRY SULL, City Clerk

BE IT REMEMBERED, that on this ____day of___________, A.D., 20___, before me, the undersigned, a Notary public in and for the County and State aforesaid, came __________________________, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

____
Notary Public

My Commission Expires ______________



SCALE: No Scale

S. R. COFFMAN CONSTRUCTION
CONCRETE ENTRANCE

CITY OF EMPORIA, KANSAS
LYON COUNTY

EMPORIA Engineering Department

Commission Action Report

Title: Informational Items

Proposed Agenda Date: November 2, 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 the 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 November 16, 2022 meetings.

Commission Meeting:

- Ordinance Bond Authorization Flint Hills Crossing Improvements, Water, Sewer & Street

Study Session:

- Discuss Rates

FINANCIAL CONSIDERATIONS:
N/A
OTHER CONSIDERATIONS:
N/A
RECOMMENDED ACTION:
N/A
ATTACHMENTS:
N/A

Commission Action Report

Title: Executive Session

Proposed Agenda Date: November 2, 2022

BACKGROUND:
The City Commission Requests an Executive Session for Consultation with An Attorney for The Public Body Or Agency Which Would Be Deemed Privileged In The Attorney-Client Relationship. K.S.A. 75-4319(B)(2) Is the Authority for this Recess into Executive Session.

DISCUSSION:
N/A

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Recess into executive session for consultation with the City Attorney for 15 minutes regarding a privileged attorney-client matter and stating at which time and location the open meeting will resume.

ATTACHMENTS:
N/A

Study Session Report

Title: Discuss Time Change of City Commission Meeting on November 16, 2022

Proposed Agenda Date: November 2, 2022

Presented By: Trey Cocking, City Manager

BACKGROUND:
City Commissioners and City Staff are scheduled to attend the National League of Cities meeting with preconference activities and executive education sessions scheduled to begin on November 16, 2022.

DISCUSSION:
Pursuant to Ordinance 22-35, the City Commission may, by majority vote at a regularly called meeting, reschedule an upcoming meeting whenever the Commission determines that a conflict exists with the regular scheduled meeting.

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

ATTACHMENTS:
N/A

ONSOLVE CODERED

"I am very pleased with this vital service. Time and time again we see the positive impact the calls make communicating important messages that keep our communities safe."

Sheriff Joseph D. McDonald, Jr.
Plymouth County Sheriff's Department

OnSolve® CodeRED® is a cloud-based software solution that has been trusted by thousands of government agencies since 1998. Using CodeRED, agencies of every size and scope can easily deliver geo-targeted, time-sensitive information to any individual opting into the service, using voice, email, SMS, IPAWS and more.

How Does It Work?

An emergency occurs.

Agency creates a CodeRED alert and sends it to a targeted area.

People are alerted by phone, email, text, mobile app, etc.

CodeRED alert is received, and people can ACT.

MUST-HAVES OF AN EMERGENCY NOTIFICATION SYSTEM:

- **High-speed and reliable** performance at an affordable price
- **Dedicated help** from a vendor who works alongside you to build your data and engage with your community
- **Easy integration** with other programs
- **A fully compliant IPAWS solution** from a vendor who has a strong relationship with FEMA
- **The ability to instantly send critical and non-critical alerts** through multiple channels simultaneously to reach your intended audience
- **24/7/365 availability** and specialty trained customer support to work directly with you every step of the way

Handle Critical Events with the CodeRED Emergency Notification System

Are you prepared to alert citizens during an emergency?

We are confident CodeRED is the ideal fit for your agency. We understand the critical nature of your communication strategy requires not only a fully functional system, but also an experienced, reliable vendor capable of developing and maintaining a true partnership with your organization.

What makes CodeRED different?

1. CodeRED has the longest history of successful implementations and innovation in the industry. **We've been fighting and winning this battle longer than any other notification solution on the market.**

2. Our fully redundant platform can deliver millions of messages at a time. **We have data centers spanning the entire globe, and our rollover capabilities ensure your messages are sent.**

3. Your assigned team of highly trained professionals comes with decades of combined experience in the mass notification industry. **Customer support is available 24/7/365 at no additional charge. Emergencies don't take holidays, and neither do we!**

4. Advanced ESRI-based mapping allows for more precisely targeted messaging with full-time GIS experts on staff. **No need to purchase GIS software or use internal resources to host, maintain or update maps — we've got you covered.**

5. The ability to customize your CodeRED package with a wide variety of features, including text-to-enroll, two-way messaging, translation services, detailed reporting and more. **If you're unsure which features you need, don't stress — our trained staff will properly configure the system specifically for your agency.**

About OnSolve

OnSolve® offers award-winning critical communications products that enable enterprise, government and business-wide agility during daily operations and times of disruption through integrated technology and expertise. Organizations of all sizes and types can quickly distribute both routine information and emergency alerts to large numbers of people on virtually any device. As pioneers of the mass notification industry, OnSolve sends over 2 billion notifications annually with more than 60 years of proven support to both the public and private sectors.

We provide open cloud-based communication solutions that enable you to not only initiate alerts from any location, but also synchronize contact data and combine alerting functionality with other existing business systems, removing manual processes and improving efficiency. This allows you to get the right information to the right people at the right time — so you can mitigate risk, strengthen organizational resilience and better protect your people, places and property.

For more information, please visit www.onsolve.com.

CITY OF EMPORIA CODERED PRESENTATION

CONTACT INFORMATION:

City of Emporia

Christine Johnson
(620) 341-4304
cjohnson@emporiaks.gov

RELEASE DATE:

October 25, 2022

CodeRED: Mass Notification System

CodeRED Mass Notification System will allow the City of Emporia to send notifications by text, email, and automated phone call to residents who sign up for the service via text or our website.

To learn more about CodeRED capabilities, visit https://www.onsolve.com/platform-products/critical-communications/.

At this time, the city will not opt in for weather notifications or IPAWS notifications designated at the County level. However, the County Emergency Management Director and 911 Director have shown interest in the system for IPAWS and weather alerts should the city be successful in implementation for non-emergency notifications. Discussions on agency partnerships will continue quarterly for updated interest and information.

The Communications Manager and IT Director will be administrators on CodeRED and capable of sending non-emergency notifications such as: waterline breaks, road closures, upcoming construction, and other issues that may affect resident travel and safety. These alerts are able to target an audience by using geolocation and geofencing.

Residents can opt in for notifications by texting EmporiaKS to 99411. This will also be integrated on our website after January 1, 2023.

We will launch the marketing for this service the week of November 7, 2023 on social media, our website, local media, and interviews on KVOE.

Study Session Report

Title: Discuss Purchasing Policy

Proposed Agenda Date: November 2, 2022

Presented By: Janet Harrouff, Director of Administrative Services & Trey Cocking City Manager

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BACKGROUND:
The City of Emporia's purchasing policy has been in place since December 1998.

DISCUSSION:
The policy has been updated to reflect new limits and specific guidelines when purchasing most items.

FINANCIAL CONSIDERATIONS:
N/A

OTHER CONSIDERATIONS:
N/A

RECOMMENDED ACTION:
Discuss the proposed policy.

ATTACHMENTS:
Proposed Purchasing Policy

City of Emporia

Purchasing Manual

QUICK REFERENCE GUIDE

PURCHASING AUTHORITY

While all purchases are generally initiated by departments, the following table illustrates the final purchasing authority assigned to department heads, the City Manager and the Governing Body.

Expenditure Amount	Final Purchasing Authority
$1 to $10,000	Department Head/Deputy City Manager
$10,001 to $25,000	City Manager
Over $25,000	Governing Body

VENDOR SELECTION AND PAYMENT METHOD

The tables below provide a quick reference for the vendor selection and purchasing processes applicable at various purchase amounts. Additional information on each vendor selection method can be found in this manual. Grant-funded purchases may have lower thresholds which must be followed.

Supplies & Services (Excluding Professional Services)

Dollar Purchase Range	Vendor Selection	Purchase Process
$1 – $5,000*	• Departmental criteria	• Credit card • Check request • Purchase order (optional)
$5,001 - $25,000* *Micro purchases for Federal grants must follow these requirements if over $3,000	• Informal solicitation through competitive quotes – minimum of 3 • Cooperative agreements • Blanket purchase orders • Sole source purchases	• Large purchase order with documentation of competitive quotes • Blanket purchase order (if in place with vendor) • Check request • Credit card as authorized by the City Manager
Over $25,000	• Invitation for Bids (IFB) • Cooperative agreements • Blanket purchase orders • Sole source purchases	• Purchase order after competitive bids are received • Blanket purchase order (if in place with vendor) • Check request

Professional Services

Dollar Purchase Range	Vendor Selection	Purchase Process
$1 - $5,000	Department selection based on consultant's expertise, previous performance, and readiness to provide the service.	• Credit card • Check request
$5,001 - $25,000	Department selection based on consultant's expertise, previous performance, and readiness to provide the service.	• Purchase order • Check request • Credit card as authorized by the City Manager
Over $25,000	Request for Proposals (RFP)/Request for Qualifications (RFQ)	• Purchase order after competitive solicitation • Check request

CITY OF EMPORIA
PURCHASING MANUAL
TABLE OF CONTENTS

CITY OF EMPORIA
PURCHASING MANUAL

CHAPTER TITLE: GENERAL PROVISIONS AND PURCHASING PROCESS

CHAPTER NUMBER: 1

1.1 GENERAL PROVISIONS

A. Introduction

This Purchasing Manual has been developed in order to establish uniform policies and procedures for the purchase of supplies, services and professional services. It is generally recognized that uniform purchasing procedures offer considerable benefits by maximizing the use of financial resources through sound procurement practices. This manual prescribes the policies and procedures to ensure the effective administration of the purchasing function. It outlines the duties and responsibilities of the participants involved in the purchasing process in order to procure supplies, services and professional services in an efficient and organized manner, and in a manner that upholds the public trust.

B. Purchasing Policy and Procedures: Purpose and Objectives

The purpose of this Policy is:

1. To provide for fair and equitable treatment of all vendors involved in the City's purchasing process;

2. To maximize the purchasing value of public funds;

3. To document and standardize the City's purchasing policies and procedures for orderly and efficient administration;

4. To provide safeguards for maintaining a procurement process of quality and integrity; and

5. To foster effective, broad-based competition within the free enterprise system.

C. Authority Roles and Responsibilities

1. Governing Body

The ultimate responsibility for all purchases made by the City of Emporia is held by the Governing Body. Per K.S.A. 12-1011 and K.S.A. 12-1014, Charter Ordinance No. 23, the Governing Body has authorized the City Manager sole authority to establish and administer procurement policies and procedures for all City purchases.

2. City Manager

The City Manager shall establish, maintain and update policies and procedures for the procurement of all supplies, services and professional services. Such policies and procedures shall be applicable to all City employees. Deviations from the City's purchasing policies and procedures shall be made only at the discretion of the City Manager and will be guided by 1.1 G., Exceptions to City Purchasing Policy, of this policy. In the absence of the City Manager, the Deputy City Manager shall assume the City Manager's purchasing roles and responsibilities.

3. Department Heads

By the authority of the City Manager, department heads and the Deputy City Manager are delegated purchasing authority and responsibility as established in this manual and as set by the annual approved or amended City Budget.

Department heads are responsible for ensuring that all assigned employees are knowledgeable of, and consistently use, the City's purchasing policies and procedures. Department heads may delegate purchasing authority to assigned employees as needed. However, the ultimate responsibility for adherence to purchasing policies and procedures remains with the Department Head.

Departments are responsible for verifying actual receipt of supplies and services in good condition, and of the specified quantity and quality. This verification should be done as soon as possible so the City can receive any payment discounts offered for prompt payment.

4. Finance Department

Prior to processing payment, the Finance Department shall review all department requested purchases to assure compliance with this manual. If it is determined that a department has deviated from procurement policies and procedures, the Finance Department shall work with the department head to resolve the situation.

5. City Attorney

Department heads shall coordinate with the City Attorney in preparation of bid specifications and requests for proposal. They shall submit all proposed contracts and agreements to the City Attorney for review to help ensure that contracts meet legal requirements. In addition, department heads should work with the City Attorney and selected vendor to negotiate contract provisions that provide the greatest protection for the City.

D. Public Access to Purchasing Information

Purchasing information shall be a public record to the extent provided in City Policy Statement 2-13 and the Open Records Act, K.S.A. 45-215 et seq. and K.S.A. 12-120 et seq. Also as provided in City Policy Statement 2-13, the City may charge a fee for copies of procurement-related documents.

E. General Purchasing Information

1. Departments are responsible for initiating and managing their purchases. The Finance Department is available as a resource to address questions.

2. Typically, the Finance Department pays invoices on the 10th and 20th of each month.

F. Purchasing Authority

While all purchases are generally initiated by departments, the following table illustrates the final purchasing authority assigned to department heads, the City Manager and the Governing Body.

Expenditure Amount	Final Purchasing Authority
$1 to $10,000	Department Head/Deputy City Manager
$10,001 to $25,000	City Manager
Over $25,000	Governing Body

G. Exceptions to City Purchasing Policy

This manual applies to all expenditures of City funds. The purchasing policies and procedures are established under the authority of the City Manager. The City Manager may waive some or all requirements of the purchasing policies and procedures for:

1. Emergencies.

2. Purchases through interlocal or cooperative agreements with other governmental or non-profit entities;

3. Purchases for which other governmental or non-profit entities have gone through a vendor selection process which honors the spirit and intent of the City's purchasing policies and procedures.

4. Procurements involving the expenditure of federal or state funds requiring adherence to mandatory applicable laws or regulations.

5. Compliance with the terms and conditions of any gift or bequest to the City; and

6. Routine maintenance item that are required for the performance of an existing process or procedure. (Including but not limited to chemicals and other supplies).

7. Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state or local law.

1.2 PREFERENCE POLICY

Whenever a vendor meets price and performance requirements, City staff shall make an effort to purchase supplies and services:

1. Located within the City of Emporia; and

2. That utilize recycled and other environmentally preferable products, particularly products made with post-consumer material

Employees shall not make or participate in making any purchase or contract with a person or business in which the employee has a substantial personal interest, according to KSA 75-4301a(a), or is employed, whether or not disclosure has been made.

1.3 PURCHASING PROCESS

A. Department purchases

1. Applicability

a) Purchases of $5,000 or less; and

b) Recurring obligations which do not lend themselves to the purchase order process.

2. Approval

Invoices must be approved for payment in accordance with the final approval authority set forth in this manual under Section 1.1 F, Purchasing Authority.

3. Process

After the material or service has been received by the department and determined complete and suitable, the invoice shall be signed and coded.

The department shall submit the invoice to the Finance Department for payment.

B. Purchase Order

1. Purpose

A purchase order is a document that states the terms and conditions of a proposed transaction and creates a contractual relationship between a vendor and the City. It describes the quantity and quality of the required supplies or services and includes other information, such as shipping terms, delivery dates and location, and the prices quoted in the bid (if applicable). Purchase orders are created from purchase requisitions submitted to the Finance Department within the financial software system.

2. Applicability

a) Purchase orders are required for purchases of supplies and services with an expected expenditure of more than $5,000.

b) Purchase orders may be used for purchases of supplies and services under $5,000.

3. Approval

Purchase orders must be approved for payment in accordance with the final approval authority set forth in this Policy under Section 1.1, F. Purchasing Authority.

4. Requisition

a) The requisition is designed to assist the user departments in initiating the first step in the purchasing process and will ultimately become the purchase order. It shall be used by the department to:

(1) Advise the Finance Department of the need to purchase supplies and services costing over $5,000; and

(2) Request authorization to purchase supplies and services.

b) A requisition shall be initiated with sufficient time to allow adequate time for review and approval prior to making the purchase.

c) A requisition shall contain at least the following information:

(1) Department making the request;

(2) Date prepared and date needed;

(3) Location for delivery of supplies or service;

(4) Purchase description and specifications of supplies or service, amounts required and terms;

(5) Sources and amounts of other quotes obtained (attach documentation if necessary);

(6) Suggested vendor(s);

(7) Budget account number(s) and remaining line item balance;

(8) Estimated cost; and

(9) Authorization.

d) The requisition is entered into the financial software system. From the requisition, the Finance Department shall prepare the purchase order which will be delivered to the department.

5. Purchase Order

a) Creation of the purchase order encumbers the funds in the appropriate budget line item.

b) A vendor shall be given a purchase order upon placement of an order.

c) Invoices without purchase order numbers may be returned to the vendor or may cause a delay in payment.

6. Purchase Order Change Order

Whenever a change of any kind on a purchase order is required, the originating department shall enter the change order into the financial software. The document stating the reason for the change order should be attached.

C. Credit Card

1. Purpose

The credit card program is designed to improve efficiency in processing small dollar purchases from any vendor that accepts a VISA® procurement card. Each credit-card is issued to a named individual who is responsible for all purchases made with the card. The City of Emporia is clearly identified on the card. Department heads determine authority limits based on position and the provisions of this manual.

2. Applicability, Approval, and Process

See Appendix A, “Credit Card Handbook”.

D. Check Request

1. Purpose

A check request is a document that may be used by departments to authorize the Finance Department to issue a check to a vendor when no receipt is available and when use of a City credit card is not possible.

2. Applicability

Examples of purchases for which a check request may be used include:

a) Bond & interest payments;

b) Customer refunds;

c) Intergovernmental payments;

d) Judgments;

e) Postage;

f) Taxes; and

g) Dues and subscriptions

3. Approval

Check requests must be approved for payment by the Finance Director, and in accordance with the final approval authority set forth in this manual under Section 1.1 F, Purchasing Authority.

4. Process

A check request form shall be completed and routed for approval to the appropriate individual(s). Once all necessary approvals have been received, the check request form shall be forwarded to the Finance Department for payment.

1.4 EMERGENCY PURCHASES

A. Definition

Bona fide emergency purchases are made when adherence to normal purchasing policies and procedures would threaten:

(1) The functioning of City government;

(2) the preservation or protection of property, machinery, or equipment; and/or

(3) The health or safety of any person.

B. Authority

In case of an emergency as defined above, the City Manager may waive all provisions for competitive purchasing. In such instances, the City Manager may delegate this authority to the appropriate department head. Emergency needs shall be purchased by informal open market procedures as expeditiously and as close to normal commercial prices as circumstances will allow. When an emergency expenditure is over $25,000, a full report of the circumstances necessitating the emergency action shall be presented to the Governing Body as soon as reasonably possible.

C. Emergency Purchase Procedure

A department head may purchase essential supplies or services by any appropriate means for later reimbursement if necessary. As soon as practical, the department head shall notify the City Manager of the situation. On the next business day, the department shall submit a check request with written justification for the emergency purchase.

CHAPTER TITLE: VENDOR SELECTION

CHAPTER NUMBER: 2

2.1 SUPPLIES AND SERVICES (EXCLUDING PROFESSIONAL SERVICES)

A. Micro purchases for federal grants ($3,000 or less or $2,000 when subject to Davis-Bacon)

1. When possible, distribute purchases equitably among qualified suppliers.
2. No competitive quotes required if department head determines the price is reasonable.

B. Small Purchases ($5,000 or less, Supplies and Services)

1. Non-repetitive purchases of an aggregate amount of $5,000 or less shall be considered "small purchases" and shall not require a purchase order.

2. Small purchases may be made by department heads without competition or further approval by the City Manager.

3. Departments may establish competitive criteria for purchases.

C. Informal Solicitations ($5,001 to $25,000, or $3,001 to $25,000 for federal grants)

1. Unless otherwise authorized within this manual, any purchase of supplies and non-professional services of $5,001 to $25,000 shall require a purchase order and shall be made utilizing informal solicitations. Such purchases shall be made in the open market.

2. Departments shall attempt to obtain documented quotes from a minimum of three (3) vendors. Documented quotes may be obtained from catalogues and internet web sites or from bids received from vendors by telephone, fax, or standard or email.

3. Purchases of supplies or non-professional services, if awarded, shall be awarded to the vendor determined to be most advantageous to the City. The names of the vendors submitting quotations, the amount of each quotation and the date, shall be documented on the purchase order and maintained as a public record.

D. Formal Solicitations (Over $25,000)

1. Authority

a) Any purchase of supplies or non-professional services obligating the City to an estimated expenditure of over $25,000 shall be purchased under formal competitive sealed bid procedures and subject to Governing Body approval, including blanket purchase order items over $25,000. The $25,000 threshold applies to one-time or cumulative purchases.

b) The department initiating the solicitation is responsible for record keeping. All submittals, except confidential or proprietary information as defined by law, are public records and must be retained.

2. Competitive Sealed Bid Procedures

a) An Invitation for Bids (IFB) shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement, as well as the bid opening date and time.

b) Specifications shall be made available to all interested parties as stated in IFB. If it is necessary to change the specifications or any other formal data and there is adequate time as determined by the department prior to the date of bid opening, an addendum shall be issued stating the changes. Specification changes must allow adequate notice and shall be issued to every vendor which received a copy of the Invitation for bids. In certain cases, the bid opening may be postponed to allow adequate time for vendors to prepare their bid based on specification changes. If there is not adequate time, the IFB shall be cancelled, and a new bid process initiated.

c) At least one (1) bid invitation notice shall be published in the City's official newspaper or on City website at least five (5) days prior to the date for opening sealed bids. The notice shall state the place, date and time of the bid opening. This is intended to provide reasonable public notice of the solicitation.

d) Bonding and insurance requirements for contracts shall occur at the discretion of the department and the City Attorney in accordance with Chapter 4 of this manual.

e) Prospective bidders may be interviewed, or a pre-bid conference may be arranged to clarify either technical or general specifications.

f) The opening of sealed bids shall be in a place open to the public. Bids shall be opened at the time and place specified in the IFB. Bids must be received prior to the specified time as established in the Invitation for Bids. If using paper bids rather than an electronic process, bids received after the specified deadline must be returned to the non-responsive vendor unopened.

g) Bids shall be submitted without alteration or correction except as authorized in this subsection. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Criteria that affect the price will be considered in evaluation for award and shall be objectively measurable, such as discounts, allowances, transportation costs, and total or life cycle costs.

h) Corrections.

(1) Corrections to or withdrawal of inadvertently erroneous bids before and after a bid opening by the vendor may be permitted in accordance with this subsection. Mistakes discovered before the bid opening by the vendor may be modified or withdrawn by written notice received by the City prior to the time set for the bid opening.

(2) After the bid opening, corrections to bids shall be permitted only to the extent allowable in the bid documents and the bidder can show by clear and convincing evidence: that the mistake was of a non-judgmental character; the nature of the mistake; and the bid price actually intended.

(3) Except for the foregoing, after the bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted.

(4) In lieu of a bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if (I) the mistake is clearly evident on the bid document; or (ii) the bidder submits evidence which clearly and

convincingly demonstrates a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the department director.

i) After review by the Governing Body, an award shall be made by written notice to the responsive and responsible bidder whose bid best meets the requirements and criteria set forth in the IFB.

3. Pre-Qualification of Vendors

a) When the work is of a highly specialized technical nature, staff may recommend to the Governing Body that a prequalification process be used.

b) Requests would be made for vendors to submit a statement of qualifications by a date certain which includes the following:

- Demonstrated ability to perform projects comparable in design, scope and complexity;
- References of owners for whom projects have been performed;
- Names and qualifications of primary subcontractors with whom the vendor proposes to subcontract;
- Financial capability; and
- Any other relevant information determined by the City Manager.

c) A selection committee designated by the appropriate department head with input from the City Manager shall review the statement of qualifications, interview the prospective vendors, if necessary, and recommend to the City Manager the vendors qualified to bid for the supplies or services.

d) Once the qualified vendors are selected, competitive bid procedures would be used as set out in 2.1 C, of this manual.

2.2 PROFESSIONAL SERVICES

A. Departmental Selection ($25,000 or less)

A department head may select a professional services provider based on the vendor's expertise, previous performance, and readiness to provide the service to the City. In such a case, the department shall evaluate the qualifications of potential vendors. This could be done through an informal or formal Request for Qualifications (RFQ), or other means.

Departmental selection may be used to select a professional services vendor when, in good faith, it is believed that the total contract cost will be $25,000 or less. If, prior to initiating a contract, it is determined that the cost will exceed $25,000, a competitive RFP as provided for in Section 2.3 B shall be initiated. If it is determined that the contract will or may exceed $25,000 over the course of the project or vendor relationship, this fact shall be reported by the department head to the City Manager, who will determine the appropriate selection process. A contract relationship over $25,000 in total should be approved by the City Commission, even if individual components of the contract are $25,000 or less.

B. Request for Proposals (Over $25,000)

Any purchase of professional services obligating the City to an expenditure of over $25,000 shall be purchased under either a formal competitive sealed proposal or competitive Request for Qualifications (RFQ) procedure. The determination of which procedure to utilize shall be made by the department head in consultation with the City Manager.

1. Competitive Sealed Proposals

A competitive sealed proposal (Request for Proposal or RFP) is a method of vendor selection in which award is made to the responsive and responsible vendor whose offer is considered the best when evaluated against established criteria and all other offers. Cost is not the primary focus of the award, but is a factor taken into consideration. Criteria shall include, but not be limited to: applicable and appropriate qualifications, experience, referenced successes, and cost.

The department initiating the RFP is responsible for record keeping. All submittals, except confidential or proprietary information as defined by law, are public records and must be retained.

a) An (RFP) including a detailed scope of work, evaluation criteria, insurance and bonding requirements, and the proposal opening date and time shall be sent to relevant vendors, published in the official City Newspaper and posted on the City website. If for any reason it is necessary to change the scope of work or any other aspect of the RFP prior to the date of submittal, an addendum shall be issued stating the changes. Scope of work changes must allow adequate notice. The addendum shall be issued to every vendor which received a copy of the RFP. In certain cases, the proposal opening may be postponed to allow adequate time for respondents to prepare their proposals based on scope of work changes.

b) Bonding and insurance requirements shall be set at the discretion of the department and the City Attorney in accordance with Chapter 4 of this manual.

c) A selection committee designated by the appropriate department head with input from the City Manager shall review the proposals, interview the prospective vendors, if necessary, and rank the vendors according to the quality and cost of their offers. The determination of ranking shall take into account the following order of importance: the professional competence of vendors, the technical merits of offers, and cost.

d) Negotiation with the most qualified vendor shall be undertaken to obtain a contract incorporating the scope of services, method of contracting, price and terms and conditions determined to be fair and reasonable to the City. If negotiations with the most qualified vendor are not successful, negotiations with the second most qualified vendor shall then be undertaken, and so on, until a contract is successfully negotiated with a qualified vendor.

e) A recommendation from the selection committee shall be presented to the Governing Body for consideration. If approved, the Mayor shall be authorized to sign the contract.

C. Request for Qualifications

1. A Request for Qualification (RFQ) process may be utilized for professional services purchases in excess of $25,000. Utilization of an RFQ is generally advantageous when the services to be provided are of a highly specialized nature, or when the scope of work is difficult to define. The RFQ process is the same as the RFP process outlined in Section 2.2, B.

Request for Proposals (Over $25,000) except that vendors are not required to include a price in their submittals.

2. A RFQ may be used to narrow down the number of vendors before competitive sealed RFP process is used.

2.3 SOFTWARE SELECTION

A. Software systems with estimated costs over $25,000 will be selected by a team consisting of the following members at minimum: Business (Departmental) Project Lead, Management Team Sponsor, IT Lead, and Subject Matter Experts as needed. For larger implementations, teams should also include one or more stakeholders from a department(s) other than the lead department. Cross-departmental selection teams help ensure that new projects are integrated with other projects throughout the City, and IT resources are available to support the project.

B. For each software project over $25,000, the lead department will work with the IT department to create a written Project Definition that describes the reasons for the project (what problems need to be solved), technical and business requirements, selection team members, and estimated project timeline, estimated cost (system, implementation and training costs, ongoing annual maintenance).

2.4 DESIGN-BUILD SERVICES

A. Authority

Design-build can be a very effective method of project delivery for construction of public improvements because it offers a single point contact and concentration of responsibility. Design-build may be used for any projects under $25,000, with approval of the City Manager. For projects over $25,000, Governing Body approval is required to engage in a selection process for which the design and construction services are furnished under one contract.

B. Selection

1. Projects Over $15,000 and Under $25,000

As determined by the City Manager, a design-build team (vendor) selection can be accomplished through a request for qualifications or a request for proposals. The City Manager shall determine which procedure is most advantageous to the City.

2. Projects over $25,000

a) The City Manager shall prepare a recommended process to the Governing Body which addresses:

- Procedures for submittal and selection
- Information required
- Evaluation criteria

b) After conclusion of the process, a recommendation shall be presented to the Governing Body for consideration. If approved, the Mayor or City Manager shall be authorized to sign the contract.

3. A design professional may be retained pursuant to City selection procedures to develop the plans and specifications for any design-build project. A design professional selected to prepare the plans and specifications is not eligible to render services under the design-build contract. This vendor should be selected based on Chapter 2 of this manual.

2.5 SOLE SOURCE VENDOR DESIGNATION

A. Authority

Exemption from competitive procurement is permitted when a written determination has been made by a department head and approved by the City Manager that there is only one vendor practicably or reasonably available to provide a supply or service, or professional services. Such an exemption is required only for purchases greater than $5,000. Purchases less than $5,000 do not require competitive quotes or bids.

B. Sole Source Criteria

1. The following are the criteria used for determining eligibility for sole source procurement:

a) The vendor is the original equipment or software provider and required parts, equipment, or software are unavailable from another vendor;

b) Incompatibility or non-conformity with City-owned equipment, materials, software, or expertise would require the expenditure of additional funds;

c) The vendor provides a unique supply or service and no similar supply or service is available or suitable; and

d) The vendor has specific, relevant prior experience that will add value to their work and reduce costs for gathering information.

C. Procedures

1. Authority

a) Sole source purchases greater than $5,000, and equal to or less than $25,000, shall be approved by the City Manager.

b) Sole source purchases greater than $25,000 shall be approved by the Governing Body as part of awarding the bid and authorizing the mayor to sign the Contract.

c) The department initiating the purchase shall include written documentation and/or justification that reasonably establish that the proposed vendor is the only practical vendor when submitting the purchase order requisition.

CHAPTER TITLE: AGREEMENTS

CHAPTER NUMBER: 3

3.1 PRICE AGREEMENTS

A. Blanket Purchase Orders

1. Purpose

a) Blanket purchase orders, also known as price agreements or term contracts, are agreements established with vendors to allow individual purchases by the City throughout the year without repeating the competitive bidding process each time a purchase is made. Blanket purchase orders take advantage of volume discounting based on the annual estimated quantities purchased. Blanket purchase orders also reduce paperwork, therefore expediting service and reducing purchasing costs.

b) Blanket purchase orders do not commit the City to purchase any supply or service from the vendor. They are issued to advise the vendor of the supply and/or service the City may require, establish terms and pricing where applicable, establish dollar limits, either per order or time period, establish personnel authorized to make purchases against these blanket purchase orders and outline the ordering, receiving and invoicing procedure.

c) Blanket purchase orders may be arranged by departments in cooperation with the Finance Department. It is the responsibility of the department initiating a blanket purchase order to determine the approximate quantity needed and estimated amount that shall be spent during the fiscal year under the proposed blanket purchase order. Prices shall be established, per the policies of this manual. Pricing information shall be made available to ordering departments and to the Finance Department to assure correct payment is made to the participating vendor.

2. Establishment and Term

Blanket purchase orders shall be established in conformance with the vendor selection requirements described in Section 2.4 and Section 3. Blanket purchase orders shall have annual renewals up to a maximum of three (3) years.

3. Instructions for Blanket Purchase Orders

a) A designated person in the department shall contact the vendor to place an order against a blanket purchase order.

b) Orders against blanket purchase orders can be made by phone, fax, e-mail, other electronic means or in person after the employee has received proper approval. Employee(s) shall identify themselves and provide the following information: supply or service description, part number (if applicable), quantity, required date, point of delivery, and blanket purchase order number (if applicable).

c) The vendor shall prepare an invoice or receipt showing the above information and provide it to the ordering employee.

3.2 COOPERATIVE AGREEMENTS

A. General

Cooperative procurement is a process by which two or more governmental jurisdictions join together to purchase supplies or services from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

B. Authority

1. Departments are authorized to participate in, sponsor, conduct or administer a cooperative agreement with one or more other public or non-profit entities as long as the vendor selection practices of the cooperative are in conformance with the intent of the City's Purchasing Manual.

2. Criteria for determining internal or cooperative bid process:

a) Nature and quantity of item purchased: An internal bid may be more favorable for larger volume commodities such as ammunition. Economies of scale should be considered, and may tend to favor cooperative bidding when purchasing one or two specialized items.

b) Market: if several qualified vendors are in the local area, an internal bid may be more favorable. For items with specialized technical specifications or few local sources, cooperative bidding is likely more efficient.

c) Details of the cooperative bid: Understand the bid specifications of a cooperative contract, e.g. transportation fees or other general provisions that may not apply to the Emporia area.

3. Purchases through cooperative agreements must be approved for payment in accordance with the final approval authority set forth in this manual under Section 1.1 F. Purchasing Authority.

3.3 GOVERNMENT CONTRACTS

A. General

Other government agencies perform bids on supplies and services similar to the City. Many vendors will extend the same terms and pricing to other governments. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

B. Authority

Department heads are authorized to "piggy-back" on other government contracts in lieu of soliciting bids. Qualified government contracts include MARC, other local governments, State of Kansas and federal pricing as long as the vendor selection practices of the agency are in conformance with the intent of the City's Purchasing Manual. See section 2.4.C.

CHAPTER TITLE: BONDS AND CONTRACT CLAUSES

CHAPTER NUMBER: 4

4.1 BID SECURITY

A. Requirement for Bid Security

1. Bid Bond or Check (For Bids on amounts over $100,000)

A certified cashier's check, bid bond, or money order made payable to the City, in the amount of 5% of the bid, may be required of all bidders. The bid bond or check of the successful bidder shall be retained by the City until completion of the work or submittal of a performance bond (if applicable) to ensure the delivery of the supplies and/or service at the specified time and/or the successful completion of the project.

B. Performance and Payment Bonds

1. State Statute Required Contract Bond or Security

When a contract is awarded, the following bonds or security shall be delivered to the City in all cases required by Kansas state statute, and if the City Manager deems appropriate on those contracts not required by state statute and shall become binding on the parties upon execution of the contract:

a) Performance Bond

A performance bond satisfactory to the City, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the City for the performance of the work provided for in the contract, in an amount equal to 100% of the price specified in the contract; and

b) Payment Bond

A payment bond to the State of Kansas satisfactory to the City, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor, materials, equipment or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract and shall otherwise comply with the requirements of K.S.A. 60-1111.

2. Authority to Require Additional Bonds

Nothing in this Section shall be construed to limit the authority of the City to require other security in addition to the bonds mentioned, or in circumstances other than specified in Subsection 1 of this Section.

3. Suits on Payment Bonds -- Right to Institute

Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this Section, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due the person in the manner prescribed by Article II of Chapter 60 of the Kansas Statutes Annotated.

4. Suits on Payment bonds -- Where and When Brought

Every suit instituted upon a payment bond shall be brought in the District Court of Lyon County, but no such action shall be brought on such bond after six months from completion of the project. The oblige named in the bond need not be joined as a party in any such suit.

4.2 CONTRACT CLAUSES AND THEIR ADMINISTRATION

A. Contract Clauses

Contracts for supplies and services shall include clauses addressing, but not limited to:

1. The unilateral right of the City to order changes in the work and changes in the time of performance of the contract;

2. Variations occurring between estimated quantities of work and actual quantities;

3. Suspension of work ordered by the City;

4. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition clauses need not be included in negotiated contracts, or when the contractor provides the site or design, or when the parties have otherwise agreed with respect to the risk of differing site conditions;

5. Liquidated damages;

6. Anticipated inflation of costs or prices;

7. Specified justification for delay or nonperformance;

8. Termination of the contract for default;

9. Termination of the contract in whole or in part for the convenience of the City;

10. Early completion incentives; and

11. Provisions related to the Kansas Human Rights Legislation.

B. Modification of Required Clauses

The Finance Director or department head, with the advice and consent of the City Attorney, may vary the contract clauses for inclusion in any particular contract, provided that the circumstances justify such variations and provided that notice of any such material variation be stated in the IFB or RFP.

C. Contracts

Contracts shall be executed in conformance with the purchasing authorities established in Chapter 1.1 F. Purchasing Authority. Original contract documents shall be filed in the Office of the City Clerk.

D. Term of Ongoing Professional Services Contracts

The term of professional services contracts of an ongoing nature, including exercise of extension clauses, shall be determined by the City Manager based on factors such as the length of time the service is needed by the department, the future availability of other qualified providers, and if the fees to perform the services are anticipated to increase or decrease over time.

CITY OF EMPORIA PURCHASING MANUAL

CHAPTER TITLE: CHANGE ORDER LIMITS AND AUTHORIZATION CHAPTER NUMBER: 5

5.1 CHANGE ORDER INCREASE AND APPROVAL

A. Change Order Approval by Governing Body

1. A change order must be approved by the Governing Body if the change:

   a) Significantly alters the scope of the project;

   b) Increases over $50,000 for an original or amended base contract less than $1,000,000;

   c) Increases more than 5% for an original or amended base contract between $1,000,000 and $3,000,000; or

   d) Increases more than $150,000 or 3% of the project which ever is less for an original or amended base contract over $3,000,000.

   e) These thresholds are non-cumulative.

B. City Manager Change Order Authorization

1. The City Manager is authorized to approve change orders less than the above thresholds listed in 5.1 Change Order Increase and Approval, A. Change Order Approval by Governing Body.

2. The City Manager may exceed the above thresholds when:

   a) An emergency situation exists as defined in Section 1.4 Emergency Purchases, of this manual; or

   b) The project or the project schedule would be significantly negatively impacted by a delay in consideration of the change order.

3. Notification shall be forwarded to the Governing Body if the City Manager authorizes a change order over the above thresholds.

C. Per Unit Change Orders

When a contract originally approved by the Governing Body is based on unit cost (e.g. mill and overlay) a final change order must be presented to the Governing Body at the end of the contract if there is an increase or decrease in the base contract amount above 5% of the total contract.

CHAPTER TITLE: FEDERAL REQUIREMENTS AND STATE STATUTES

CHAPTER NUMBER: 6

6.1 COMPLIANCE WITH FEDERAL REQUIREMENTS AND STATE STATUTES

A. Federal Law and Authorized Regulation Compliance

1. Where a purchase involves the expenditure of federal assistance or contract funds, the department head shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not reflected in this manual. Otherwise, purchases made with grant funds shall be made according to this Purchasing Manual.

B. City Purchasing Practices Subordinate to State Statutes

1. Except as exempted by charter ordinance of the Governing Body, the provisions of this manual are subordinate to any Kansas Statutes governing City purchasing practices. In addition to state statutes cited elsewhere in this manual, the following state statutes should be checked for applicability:

   a) K.S.A. 79-1008 et. seq. - Collection of taxes from non-resident contractors;

   b) K.S.A. 75-3740a - Contracts for purchases with non-resident bidders;

   c) K.S.A. 16-113 - Appointment of process agent by non-resident contractor;

   d) K.S.A. 68-572 - Intergovernmental agreements for road construction and maintenance, county, city and township;

   e) K.S.A. 12-2904 et. seq. – Provisions required for interlocal agreements by public agencies;

   f) K.S.A. 12-2908 – Certain agreements between cities, counties, or townships not regarded as interlocal agreements;

g) K.S.A. 16-1901 et seq. – Provisions required for certain public construction contracts;

h) K.S.A. 44-1009 et. seq. – Mandatory provisions of the Kansas Act Against Discrimination required for certain agreements; and

i) K.S.A. 60-1111 – Statutory bond requirements for certain public improvement contracts.

2. The Governing Body, by Charter Ordinance No. 23, has exempted the City from:

a) K.S.A. 13-1017 – Estimates of cost of improvements, contracts, bids, bond issue, related to the making of public improvements, and requirement to select the lowest responsible bid.

C. Uniform Grant Guidance Provisions

1. Employee conflict of interest: No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

2. Documentation and oversight of federal grant purchases – the City must:

a) Document the procurement steps and activities required to be completed, including the basis for the type of procurement, contract type, and contractor selection and price.

b) Maintain an appropriate level of oversight to ensure that contractors perform in accordance with the terms of their contact.

c) Maintain records to sufficiently detail the history of procurement. At a minimum, this should include: the rationale for the method of procurement, selection of the contract type, contract selection or rejection, and basis for the contract price.

d) Provide full and open competition. Contractors who assist in drafting specifications for requests for proposals (RFP) must be excluded from competing for those opportunities. In addition, RFP specifications cannot have unreasonable requirements that are meant to limit competition. Also, procurements must be conducted in a manner that prohibits the use of geographical preferences in the evaluation of proposals, except in certain cases where federal law explicitly requires or encourages geographic preference or when contracting for architectural and engineering services, provided that specifying geographic location leaves an appropriate number of qualified firms.

3. Equipment purchased with federal grant dollars

a) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal award identification number), who holds title, the acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sales price of the property.

b) A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.

c) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. Adequate maintenance procedures must be developed to keep the property in good condition.

CHAPTER TITLE: DISPOSAL OF SURPLUS PROPERTY

CHAPTER NUMBER: 7

7.1 GUIDELINES FOR DISPOSAL OF SURPLUS, ABANDONED OR CONFISCATED PROPERTY

A. Departments may transfer, sell, exchange, or destroy any surplus, abandoned, or confiscated property without competitive bidding if such property has a value believed to be $5,000 or less. Such property may be disposed of by negotiated sales to other governmental entities, non-profit organizations, or as-is in the best interest of the City.

B. No property shall be sold without receiving competitive bids if the value is believed to be greater than $5,000.

C. Departments disposing of surplus property shall work with the Finance Department to collect sales tax on the sale, as appropriate.

D. This manual does not address disposal of real estate due to the complex nature and legal requirements of this type of transaction. Departments should consult the City Manager and City Attorney prior to initiating disposal of real estate.

7.2 METHODS OF DISPOSITION

A. Methods of Disposition for Surplus, Abandoned, or Confiscated Items

1. Transfer: Transferring the item to another department that has use for the item is the best method of disposition. Both the transferring and receiving departments must update their inventory records, if applicable. As a green practice, whenever feasible the City will repurpose vehicles between departments. When the vehicle has completed its useful life in one department (for example, a Police vehicle) it should be transferred to another department that can extend its useful life rather than acquiring a new vehicle.

2. Sale: There are several methods for selling surplus, abandoned, or confiscated items.

a) Auctions. The City may contract with an auctioning service or auction via on-line internet service to sell items to the highest bidder.

b) Sealed Bids. The department may determine that items shall be sold at sealed bid sale. Public Notice of the sale is made and solicitations are issued to prospective bidders.

c) Commercial Markets. The department may determine that items may be offered for sale by consignment to established commercial markets. Candidates for this method of sale include antiques, art and specialized equipment.

d) Sale of Scrap. Many items that are no longer usable may have a residual value. The department may arrange for the sale of scrap items.

e) Posted Prices. From time to time, where there is no established market and demand is erratic, an item may be marked with a pre-established price and sold to the public on a first-come basis.

f) Trade-in. The department may determine that it is advantageous to the City to seek bids on replacement items with the vendors allowing/offering trade allowances. Award may be made in the manner that is most advantageous to the City.

g) Cannibalization. Disassembling an item to use its components for repair or maintenance of a similar item is authorized only if cannibalization is expected to create greater value than disposal or trade-in of the item.

h) Donation. Donation of items believed to have a value of more than $5,000 must be approved by the Governing Body. Donation of items believed to have a value of $5,000 or less shall be approved by the City Manager.

B. Destruction and/or Disposal

1. Surplus property of minimal monetary value may be destroyed or disposed as trash. Care shall be taken to destroy or dispose of items with regard to environmental impact and cost.

2. Waste Disposal of Hazardous Materials. There are strict federal and state laws regarding the disposal of hazardous materials. Disposal of hazardous materials shall be directed by the City's Fire Chief. Departments shall contact the Fire Chief before moving, transferring or selling any hazardous materials.

7.3 ALLOCATION OF PROCEEDS

A. All proceeds resulting from the sale of surplus, abandoned, or confiscated property shall be deposited in the appropriate fund from the property was purchased. If the original fund cannot be identified, the proceeds will be deposited in the General Fund.

7.4 TERMS AND CONDITIONS OF SALE

A. Depending on the nature of the items and the method of sale selected, the following terms and conditions shall be used:

1. Inspection. Prospective buyers will be allowed time prior to the sale to inspect items.

2. No Warranty. No warranty or guarantee of any kind is given by the City. All items are offered for sale "as is," "where at," and "without recourse."

3. Removal. The successful bidder will be required at their own risk and expense to remove any items bid upon within the time specified in the bid document. Receipt of each unit must be signed by the purchaser or their duly authorized agent at the time the item is removed. Any item not called for or left behind will be considered as abandoned, and the City has the right to dispose of same in any manner whatsoever.

4. Upset Price. In some instances, minimum prices will be established. In such cases, items will not be sold below that minimum price. The City reserves the right to accept or reject any or all bids.

7.5 REPORT OF DISPOSITION

The Finance Department must be advised of the disposition of all items with a value of $5,000 or more in order that general capital asset records may be updated.

7.6 SALES OR DISPOSITION TO EMPLOYEES

To avoid the appearance of impropriety, employees of the City may not purchase items unless the sale is to the highest bidder at a public or on-line auction, or by sealed bid after appropriate notification of the sale. Likewise, employees of the City may not obtain surplus items at no cost except in specific situations approved by the City

Manager.

7.7 DISPOSAL OF GRANT FUNDED EQUIPMENT OR REAL ESTATE

When equipment or real estate was purchased using funds from state or federal grant funds, the provisions of the grant must be followed during disposal. It is the disposing department's responsibility to obtain disposition instructions from the Federal awarding agency and assure that grant provisions are followed. If required by the terms of the grant, proceeds from disposal shall be returned to the grant-funding agency.

Sales of federal grant-funded real property must provide competition to the extent practicable and result in the highest possible return. The City must compensate the grantor agency for their interest in the real property, calculated by multiplying the current market value or sale proceeds by the agency's participation in total project costs. If the City retains the property for a use other than intended by the grant, the City must compensate the agency for the federal portion of the current fair market value of the property.

CHAPTER TITLE: TERMS AND DEFINITIONS

CHAPTER NUMBER: 8

8.1 TERMS AND DEFINITIONS

The words defined in this section shall have the meanings set forth below whenever they appear in this manual:

Deputy City Manager: The individual holding the title of Deputy City Manager or assuming the duties of the City Manager in the City Manager's absence.

Bid: An offer, as a price, whether for payment or acceptance. A bid can either be an offer to the City by a vendor or a buyer.

Bidder: A person or firm responding to a City request for bids.

Blanket Purchase Order: A contract outlining the specific price for supplies or services for a specified period of time.

Change Order: A written document to make changes to an existing contract and/or purchase order.

Check Request: A document that may be used to authorize payment to a vendor when no receipt is available.

City: City of Emporia.

City Manager: Chief executive officer of the City.

Contract: All types of City agreements, including grants and purchase orders for the purchase or disposal of supplies and services including constructed or manufactured.

Contractor: Any person having a contract with the City.

Cooperative Agreement: An agreement with another government entity, or a cooperative formed by multiple government entities, that establishes a contract for particular supplies or services for a definite period of time at a set price.

Credit Card: A credit card payable from City accounts issued to an employee for the purpose of procuring City related supplies and services.

Department Head: All department heads or their designees.

Emergency Purchases: Purchasing of supplies or services, where the urgency of need does not permit the utilization of normal competitive selection methods.

Employee: An individual drawing a salary from the City and any non-compensated individual performing personal services for the City.

Environmentally Preferable Products: Products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

Finance Director: The individual holding the position of Finance Director, or their designee.

Governing Body: The Mayor and City Council members of the City of Emporia.

Invoice: The paper or electronic document utilized to confirm receipt of supplies or services and authorize payment to the vendor.

Invitation for Bids: All documents, whether attached or incorporated by reference, utilized for soliciting bids.

Life Cycle Cost: A calculation of the cost of a system or product over its entire life span.

May: Denotes the permissive.

Postconsumer Material: A finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

Procurement: The process of planning purchases in conjunction with the City's budget and work plan, source selection for goods or services, and contract management.

Professional Services: Services where technical expertise or knowledge of a specialized field is critical to the performance of that service. Professional services are generally associated with the following disciplines: (a) architect, engineer and land surveying services; (b) appraisal services; (c) financial, accounting and auditing services; (d) legal services; (e) consulting services; (f) health care services; (g) insurance services; (h) data processing consulting and programming services; (I) testing and inspection services; (j) photographic, art or marketing services; and (k) employment of temporary employees as advisors, lobbyists, etc.

Proposal: A written offer or bid containing price and other terms made by a vendor.

Public Notice: The placement of a notice in officially designated newspaper(s) of the City or City Website.

Purchase Order: The paper or electronic document issued for purchases over $5,000.

Recycled Products: Products manufactured with waste material that has been recovered or diverted from solid waste.

Requisition: The paper or electronic document utilized to request the purchase of supplies or services. A requisition creates a purchase order.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsive Bidder: One who responds to all of the significant requirements outlined in the bid solicitation.

Responsible Bidder: A person or firm who has the capability in all respects to perform fully the contract requirements.

Services: The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

Shall: Denotes the imperative.

Specification: Any description of the physical or functional characteristics, or of the nature of a supply or service item. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery.

Statement of Qualifications: A document submitted to the City by a professional services vendor detailing its abilities and experience to provide a certain service.

Supplies: All property, including but not limited to, equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus: Any supplies, equipment or property no longer having any use to the City. This includes obsolete supplies, scrap materials, and non-expendable supplies that have completed their useful life cycle.

Vendor: A seller of supplies or services.