



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, DECEMBER 21, 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

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) Public Hearing to Amend 2022 Budget.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Conduct Public Hearing to Amend 2022 Budget.

2) Ordinance No. 22-50 to Amend 2022 Budget.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Ordinance No. 22-50 to Amend 2022 Budget.

3) Resolution No. 3688 & Resolution No. 3689 for Application to the Kansas Department of Commerce for Community Development Commercial Building Rehabilitation Grant.

Presented by: Garrett Nordstrom, Grant Specialist Governmental Assistance Services

Recommended Action: Approve Resolution No. 3688 & Resolution No. 3689 for Application to the Kansas Department of Commerce for Community Development Commercial Building Rehabilitation Grant.

4) 2023 Maintenance Contract with Emporia Public Library.

Presented by: Kevin Hanlin, Director of Public Lands & Facilities

Recommended Action: Approve 2023 Maintenance Contract with Emporia Public Library.

5) Emporia Public Library Entrance Bids.

Presented by: Kevin Hanlin, Director of Public Lands & Facilities

Recommended Action: Approve Emporia Public Library Entrance Bids.

6) Ordinance No. 22-51 for the Rezoning of Property Located at 748 W. 4th Avenue from R-1 Low-Density Residential to I-1 Light Industrial Zoning.

Presented by: Justin Givens, Administrator of Planning & Zoning

Recommended Action: Approve Ordinance No. 22-51 for the Rezoning of Property Located at 748 W. 4th Avenue from R-1 Low-Density Residential to I-1 Light Industrial Zoning.

7) **Engineering Construction Agreement for Kretsinger Subdivision.**

Presented by: Jim Witt, Special Projects Manager

Recommended Action: Approve Engineering Construction Agreement for Kretsinger Subdivision.

8) **Resolution No. 3686 Establishing Taskforce on Homelessness.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Resolution No. 3686 Establishing Taskforce on Homelessness.

9) **Engineering Construction Agreement for Mahtropolis Subdivision.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve Engineering Construction Agreement for Mahtropolis Subdivision.

10) **Consultants Contract for Selecting ERP Software.**

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Consultants Contract for Selecting ERP Software.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials and Permits
- 2) November Budget
- 3) Community Housing Board Minutes
- 4) Emporia Land Bank Minutes.
- 5) Emporia Human Relations Commission Minutes.
- 6) Value-Net Letter

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Minutes for the Commission Meeting on December 7, 2022, and Special Commission Meeting on December 12, 2022.
- 2) Ratification and Approval of the Payroll Ordinances for the periods ending December 2, 2022.
- 3) 2022 Boundary Resolution No. 3687.
- 4) Funston Street Paving Improvements Change Order No. 2.
- 5) KDOT CCLIP SP FY2024 Resurfacing Project Agreement, KDOT Project No. 50-56 U-2416-01.
- 6) 2022 Street Rehab Change Order No. 1 & No. 2 for Project No. PV2203.

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) AN EXECUTIVE SESSION FOR DISCUSSIONS RELATING TO DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS RELATED TO POTENTIAL ECONOMIC DEVELOPMENT PROJECTS. K.S.A. 75-4319(B)(4) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

Recess into Executive Session to discuss proprietary information of a third party relating to potential economic development projects for 25 minutes and to invite Chuck Scott, RDA President, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Discuss Permitting, Planning, Contractor Licensing, and Code Enforcement Software Proposal.
- 2) Discuss Legislative Policy
- 3) Discuss Appointments of Commissioners to Boards.

ADJOURNMENT



Commission Action Report

Title: Public Hearing to Amend 2022 Budget

Proposed Agenda Date: December 21, 2022

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

The 2022 expenditures of four budgets; Library, Bond & Interest, Water, and Wastewater Funds will exceed the 2022 adopted budget amount. A Public hearing will need to be held and then an ordinance approved.

DISCUSSION:

A notice was published in the Emporia Gazette on Saturday, December 10, 2022, 10 days prior to the Public Hearing as required by state statute. The library fund received more Ad Valorem Taxes which were paid to the library. The Bond and Interest fund had bond proceeds flow through the fund to the projects. The Water fund received bond proceeds, incurred higher maintenance costs due to major water main breaks, and electricity costs are higher. The wastewater fund received bond proceeds and incurred higher maintenance costs due to sewer main repairs.

FINANCIAL CONSIDERATIONS:

Expenditure cannot exceed budget authority.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Conduct Public Hearing to Amend the 2022 Budget.

ATTACHMENTS:

Amended Certificate for Calendar Year 2022

2022

**Amended
Certificate
For Calendar Year 2022**

To the Clerk of Lyon, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Emporia
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2022 Amended Budget		
			Amount of 2021 Tax that was Levied	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Table of Contents:		Page No.			
Fund	K.S.A.				
Library Fund	12-1220	2	919,781	994,348	1,019,337
Bond & Interest	10-113	3	1,841,608	3,505,820	5,629,949
Water		4		7,935,084	13,063,865
Waste Water		5		6,307,967	9,408,552
Totals		xxxxxxxx	2,761,389	18,743,219	29,121,703
Summary of Amendments		0			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

CPA Summary

City of Emporia

2022

Adopted Budget

Library Fund	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Ad Valorem Tax	892,992	910,981
Delinquent Tax	15,000	22,000
Motor Vehicle Tax	94,818	94,818
Recreational Vehicle Tax	1,038	1,038
16/20M Vehicle Tax		
As Valorem Tax Reduction	-9,500	-9,500
Interest on Idle Funds		
Total Receipts	994,348	1,019,337
Resources Available:	994,348	1,019,337
Expenditures:		
Appropriation	994,348	1,019,337
Total Expenditures	994,348	1,019,337
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Emporia

2022

Adopted Budget

Bond & Interest	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	1,328,355	1,340,015
Receipts:		
Ad Valorem Tax	1,787,969	1,828,123
Delinquent Tax	40,000	40,000
Motor Vehicle Tax	189,806	232,895
Recreational Vehicle Tax	2,078	2,078
16/20M Vehicle Tax		
Special Assessments	78,252	78,252
Recreation Center - Ball Diamond	47,700	47,700
Recreation Center - Fitness Room	50,960	50,960
Sale of Bonds		3,666,943
Ad Valorem Tax Reduction	-20,000	-20,000
Transfer from Projects		21,808
Interest on Idle Funds	700	700
Total Receipts	2,177,465	5,949,459
Resources Available:	3,505,820	7,289,474
Expenditures:		
Principal	1,758,506	1,758,506
Interest	204,500	204,500
Transfer to Projects	1,542,814	3,666,943
Total Expenditures	3,505,820	5,629,949
Unencumbered Cash Balance December 31	0	1,659,525

CPA Summary

City of Emporia

2022

Adopted Budget

Water	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	3,246,622	3,246,907
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sale of Water	6,588,000	6,588,000
Service Charge	100,000	100,000
Penalties	85,000	85,000
Reimbursed Expense	2,000	2,000
Transfer from Industrial Development Sales Tax	350,000	350,000
Miscellaneous	1,350	1,350
Sales of Bonds		1,550,000
Transfer from Project fund		2,260,381
Interest on Idle Funds	1,300	1,300
Total Receipts	7,127,650	10,938,031
Resources Available:	10,374,272	14,184,938
Expenditures:		
Personnel Services	915,281	915,281
Maintenance & Repair	644,550	1,200,000
Commodities	903,000	1,400,000
Other Charges	217,070	217,070
Capital Outlay	555,000	555,000
Debt Payment	2,464,403	2,464,403
Stock	5,000	5,000
Utilities	502,850	750,000
Communications	45,100	45,100
Travel & Training	13,450	13,450
Contractual Services	1,669,380	1,669,380
Transfer to Projects		3,829,181
Total Expenditures	7,935,084	13,063,865
Unencumbered Cash Balance December 31	2,439,188	1,121,073

CPA Summary

City of Emporia

2022

Adopted Budget

Waste Water	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,302,873	2,351,302
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales/Charges	5,530,808	5,530,808
Extra Strength Sewer	75,900	75,900
New system Taps	1,000	1,000
Miscellaneous	1,000	148,325
Sale of Bonds		1,430,000
Interest on Idle Funds	1,000	1,000
Total Receipts	5,609,708	7,187,033
Resources Available:	7,912,581	9,538,335
Expenditures:		
Personnel Services	923,724	923,724
Maintenace & Repair	298,250	1,100,000
Commodities	156,000	500,000
Other Charges	185,100	185,100
Capital Outlay	480,000	512,285
Debt Payment	2,830,993	2,830,993
Utilities	521,500	521,500
Communications	28,350	28,350
Travel & Training	6,600	6,600
Contractual Services	877,450	1,200,000
Transfer to Projects		1,600,000
Total Expenditures	6,307,967	9,408,552
Unencumbered Cash Balance December 31	1,604,614	129,783

CPA Summary

ORDINANCE NO. 22-50

AN ORDINANCE AMENDING THE 2022 BUDGET.

WHEREAS, the City of Emporia published a Notice of Public Hearing to receive public input on the Amendment to the 2022 Budget on December 21, 2022 in the Emporia Gazette; and

WHEREAS, a public hearing was held on December 21, 2022, after 11:00 a.m., at the City Commission Meeting Room, Municipal Court, Emporia, KS for the purpose of obtaining public input on the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY:

Section 1. The City Commission of the City of Emporia, Kansas held a public hearing to receive public comments on the Amendment to the 2022 municipal budget on December 21, 2022, which hearing was publicized in the local media as to the date, time, and place.

Section 2. After careful deliberation, the City Commission has approved the proposed budget amendments: Library, Bond & Interest, Water and Wastewater funds.

Section 3. Interested persons can address questions or comments concerning the 2022 budget to the City Manager's Office, 104 E 5th Avenue, 2nd Floor, Emporia, Kansas 66801.

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

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 21st day of December 2022.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

Commission Action Report

Title: Resolution No. 3688 & Resolution No. 3689 for Application to the Kansas Department of Commerce for Community Development Commercial Building Rehabilitation Grant.

Proposed Agenda Date: December 21, 2022

Presented By: Garrett Nordstrom, Grant Specialist Governmental Assistance Services

BACKGROUND:

Resolution No. 3688 Certifying Legal Authority to apply for a grant; Authorize Resolution No. 3689 declaring a building blighted and authorize the Mayor or staff to execute all necessary documents for the submittal of an application to the Kansas Department of Commerce for a Community Development Commercial Building Rehabilitation grant.

DISCUSSION:

Rick Mitchell is applying to the Kansas Department of Commerce for a commercial rehabilitation grant for a building located at 517 Merchant Street in Emporia, Kansas. If the grant is awarded the owners of the building will use the funds to rehabilitate the building to put it to its highest and best use. The City Commission conducted a public hearing for this project at their meeting on December 12, 2022.

FINANCIAL CONSIDERATIONS:

There will be no monetary impact on the city's budget for this project since the owners of the property will utilize private funds.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve Resolution No. 3688; Resolution No. 3689 and authorize the Mayor or staff to execute all necessary documents for the submittal of an application to the Kansas Department of Commerce Community Development for a Commercial Building Rehabilitation Grant.

ATTACHMENTS:

Resolution No. 3688; Resolution No. 3689 and all other appropriate documents.

THE CITY OF EMPORIA, KANSAS

RESOLUTION NO. 3688

Resolution Certifying Legal Authority
TO APPLY FOR THE 2023 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of EMPORIA, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of EMPORIA, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Emporia, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Emporia, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$1,092,441 in cash funds toward this project and \$-0— in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA,
KANSAS, this 21ST day of DECEMBER, 2022.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF EMPORIA, KANSAS

CITY OF Emporia, KANSAS

RESOLUTION NO. 3689

A RESOLUTION DECLARING A BUILDING BLIGHTED WITH
RESPECT TO THE KANSAS SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of Emporia wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, ^{The Gazette Building Development LLC} , the owner of the building located at ^{517 Merchant St.} in the City of Emporia wishes to participate in the program.

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Emporia, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

and, FURTHERMORE these conditions are detrimental to public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF Emporia, KANSAS THIS 21st
DAY OF December, 2022.

ATTEST:

Mayor

City Clerk

(Seal)

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
 - (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

Signature, Chief Elected Official	Becky Smith
Mayor	Name (typed or printed)
Title	12/21/22
	Date

To Whom It May Concern:

As Chief Elected Official of the City of Emporia, KS , I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor

ATTEST:

City Clerk

City Attestation Statement

To Whom It May Concern:

As Chief Elected Official of the City of Emporia, KS, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor

ATTEST:

City Clerk

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Emporia, KS will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

NOT APPLICABLE

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Emporia, KS on the 21st day of December, 2022.

Signature – Chief Elected Official City of Emporia, KS Jurisdiction	12/21/2022 Date
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Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0112 (exp. 12/31/2024)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Emporia, KS 111 E 6th Ave PO Box 928 Emporia, KS 66801 (620) 343-4250 (785) 484-3450	2. Social Security Number or Employer ID Number: UEI T7NAKS96JF29
3. HUD Program Name Kansas Department of Commerce for Small Cities CDBG Program	4. Amount of HUD Assistance Requested/Received \$250,000
5. State the name and location (street address, City and State) of the project or activity: 517 Merchant Street, Emporia, KS 66801	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No.
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If you answered “No” to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However**, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
The Gazette Building Development LLC	cash	\$1,092,441	construction, admin, arch

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Ben Moore Studio		Architectural Design	\$86,187.72/ 6.4%
Western Consultants	NGAGNZN924K5	Grant Administration	\$25,000 / 1.9%

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 12/21/2022
---------------------	--------------------------------------

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Emporia Down Commercial Rehab - 517 Merchant Street

Project Location: 517 Merchant Street Emporia, KS 66801

Project Description: Project scope of work will consist of sprinkler system, roofing, ADA restrooms, service lines for fire/domestic, fire alarm, clean & repair masonry wall, ADA elevator & shaft, repoint/rebuild brick masonry, remove/replace windows, and miscellaneous appurtenances related to construction activities. The estimated total project cost is approximately \$1,342,441. The city is applying for \$250,000 in Commercial Rehabilitation CDBG funding. If awarded, CDBG funding will cover construction costs only. Local matching funds in the amount of \$1,092,441 provided by the Gazette Building Development LLC and will cover construction, architectural design/inspection, and administration. Construction of the project is expected between May and October of 2023.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- ☒ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(1)
- ☐ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Becky Smith - Mayor

Chief Elected Official (print name/title)

12/21/22

Date

Chief Elected Official's Signature

CONTRACT FOR ADMINISTRATION SERVICES
FOR THE CITY OF EMPORIA, KANSAS
CDBG COMMERCIAL REHAB PROJECT
FOR 517 MERCHANT STREET

THIS CONTRACT made this 21st day of December 2022, between WESTERN CONSULTANTS, PO Box 187, Lawrence, Kansas 66044 (THE CONSULTANT), and the CITY OF EMPORIA, KANSAS (THE CITY), **contingent upon grant award.**

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

WHEREAS completion of this project requires the services of a qualified Administrator.

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

1. TERMINATION OF CONTRACT

A. FOR CAUSE

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

B. FOR CONVENIENCE

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

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

2. CHANGES

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

3. PERSONNEL

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

4. SERVICES OF THE CONSULTANT

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

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

- Preparation of reports and paperwork to be submitted to State agencies involved in the project.
- Perform necessary accounting procedures related to this project, until project is completed.
- Assist the City and contractors with adherence to Affirmative Action rules and regulations.
- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Prepare the Environmental Assessment Report.
- Prepare documentation relating to Release of Funds from State agencies involved.
- Prepare “No Significant Impact” certificate.

- Work closely with City staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.
- Work closely with all State agencies and furnish additional information they may request.
- Attend monitoring visits set up by State agencies.
- Perform additional duties as may be required.
- Assist City in securing qualified audit firm.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State agencies involved in project.
- Operate within Federal and State guidelines, specifically:

**All Civil Rights Laws, Executive Orders and Regulations
as listed in the attached Appendix B.**

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

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

5. AUDIT

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

6. INTEREST OF THE CITY'S GOVERNING BODY

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

7. INTEREST OF THE CONSULTANT AND EMPLOYEES

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

8. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined. All administration fees will be paid directly THE CONSULTANT by the Gazette Building Development LLC.

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

Services will be billed at \$130.00 per hour not to exceed \$25,000.00 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the \$25,000.00 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$130.00.

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

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

ATTEST: _____
City Clerk

(SEAL)

Mayor

D. Garrett Nordstrom
D. Garrett Nordstrom – Western
Consultants

Appendix B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of or subjected to discrimination under, any program or activity receiving federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations and relevant orders of the

Secretary of Labor issued pursuant to the Act.

3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

E-Verify - CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all of the contractors employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

Repayment Agreement

THIS AGREEMENT made this 21st day of December 2022 (date) by and between the **City of Emporia** (hereinafter the “CITY”) and **The Gazette Building Development LLC** (Hereinafter referred to as **PROPERTY OWNER**),

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

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

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

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

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

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

NOW THEREFORE the parties do mutually agree as follows:

1. The property is located at **517 Merchant St, Emporia, Kansas**.
2. The **PROPERTY OWNER** shall commence business operations in the renovated building within one year of the date of issuance of the Certificate of Completion.
3. The **PROPERTY OWNER** shall continue to own and maintain insurance on the structure rehabilitated with CDBG funds for a period of three (3) years after the date of issuance of the Certificate of Completion.
4. The **PROPERTY OWNER (s)**, shall hold title to the property for a period of three years after the date of issuance of the Certificate of Completion (the Retention Period). In the event the **PROPERTY OWNER (s)** sells the property within the three years of the date of issuance of the Certificate of Completion the **PROPERTY Owner** shall repay the CITY, a sum of money to be calculated on a monthly prorated basis based on the three-year Retention Period.

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

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

City of Emporia

By: _____

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

PROPERTY Owner(S)

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____



Commission Action Report

Title: 2023 Emporia Public Library Maintenance Contract

Proposed Agenda Date: December 21, 2022

Presented By: Kevin Hanlin, Director of Public Lands & Facilities

BACKGROUND:

Annual renewal of the maintenance agreement. No changes to the agreement other than a 3% increase in maintenance fees. Library Board has reviewed and authorized the Library Director to sign the contract.

DISCUSSION:

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve the 2023 Emporia Public Library Maintenance Contract.

ATTACHMENTS:

2023 Contract

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the Board of Directors of the City of Emporia Library, a body corporate and politic under the laws of the State of Kansas, hereinafter referred to as "LIBRARY", and the City of Emporia, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the LIBRARY occupies a building owned by the CITY and desires to make arrangements for the cleaning and janitorial services of the building and for the provision of plant maintenance; and

WHEREAS, the CITY is willing to provide such services to the LIBRARY in order to assist the LIBRARY in its obligations with respect to the maintenance of the building and to further assist with the maintenance of such building; and

WHEREAS, the LIBRARY desires to have the CITY provide such services upon the terms and conditions as contained herein and has determined that the expenditures of funds for such services would be an appropriate public purpose.

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

1. That the term of this agreement will be for a period commencing January 1, 2023 and ending December 31, 2023. Upon mutual agreement of the parties hereto this agreement may be extended upon such other and different terms as the parties may agree.
2. The LIBRARY shall pay to the CITY for the services to be provided a sum of \$41,958.81 payable annually on or before February 15, 2023.
3. The CITY shall provide cleaning and custodial services for the building occupied by the LIBRARY in accordance with the schedule attached hereto at Addendum 1, and incorporated by reference herein, and shall additionally provide manual labor, including but not limited to moving heavy boxes, setting up rooms, assisting with holiday decorations, moving furniture, equipment, etc. and providing emergency services in connection therewith upon request and as personnel are available.

4. In addition to the provision of cleaning and custodial services as set forth in the preceding paragraph, CITY shall provide building and plant maintenance services to the Library. Such services shall include the provision of routine maintenance and repair to the building's environmental systems (heating, air conditioning, and air handling, electrical systems, plumbing system and elevator). Additionally, the CITY shall maintain a reasonably acceptable physical appearance and condition of the building on the interior and exterior, including the repair and replacement of damaged windows, damaged ceiling grid, wall cracks, patio and walkway brick deterioration, and miscellaneous repairs. The determination of what is reasonably acceptable appearance shall be a determination made mutually between the parties. The CITY will additionally provide emergency services upon request and as personnel are available.
5. It is anticipated between the parties that this contract will be continued from year to year and it is desired between the parties that a cost basis be more accurately determined for the amount of time and expenses reasonably necessary to provide the services contemplated by this agreement. As a consequence, the CITY agrees to maintain documentation as to the number of man hours expended, actual costs of supplies and materials, the number of machine hours utilized, and any other out-of-pocket expenditures dedicated to the performance of the services hereunder.
6. The LIBRARY will notify the CITY concurrently with the execution of this agreement of any separate maintenance agreements or warranties which may be in place with this respect to the plant and mechanical systems of the LIBRARY and the CITY agrees to take no such actions which would interfere with such maintenance agreements or warranties and where independent contractors or third parties are to be provided pursuant to such agreements or warranties for the repair and/or replacement of equipment or systems otherwise covered by this agreement the parties agree that those individuals shall be so utilized in accordance with such agreements and warranties.
7. As needed and at a mutually agreeable time by October 15 of each year, the CITY's building supervisor, the LIBRARY's building committee chair, and the LIBRARY Director shall meet to review contract performance, building status and potential building problems.

8. Any notices to be provided hereunder shall be provided as follows:
 - a. To the LIBRARY: c/o Library Director, 110 East 6th, Emporia, Kansas 66801;
 - b. To the CITY: c/o City Manager, 522 Mechanic, Emporia, Kansas 66801;
 - c. Or to such other persons as the parties hereto may designate in writing.
9. This agreement may be terminated upon the mutual consent of the parties hereto at any time after its execution. Should any termination of this agreement end during a month, then the LIBRARY's payment for such month shall be prorated.
10. Time is of the essence of this agreement.

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

CITY OF EMPORIA, KANSAS

Mayor

ATTEST:

City Clerk

BOARD OF DIRECTORS OF THE
CITY OF EMPORIA, LIBRARY

By:

Scott L. Casper

ADDENDUM 1: CITY LIBRARY MAINTENANCE AGREEMENT

CLEANING, HOUSEKEEPING, AND MECHANICAL SYSTEMS DUTIES

DAILY AND WEEKEND RESPONSIBILITIES

1. Restrooms: Each restroom (including the staff restroom and family restroom) shall be cleaned thoroughly before 9:00 a.m., or as soon thereafter as circumstances permit, Monday through Friday and during the day if emergency situations arise. Restrooms shall also be cleaned by mid-afternoon on Saturdays and Sundays that the Library is open. This will be done by the weekend duty maintenance crew member.

Daily cleaning will be comprised of: cleaning mirrors; sanitizing urinals and sanitizing table, toilet bowls and sinks; sanitary napkin disposal and diaper pail are to be emptied; floors mopped with clean water and disinfectant; and paper towel and toilet paper dispensers filled as necessary.

2. Empty trash containers and move recycling materials to the designated outside location.
3. Sanitize and clean the drinking fountains.
4. Clean all interior and exterior vestibule glass, below the 7-foot level.
5. Dust mop and/or wet mop Main lobby and vestibules, as necessary. Vacuum the entry carpets and browsing area rugs daily.
6. Vacuum carpet in heavy traffic areas and stairs.
Dust mop and/or wet mop public staircase and landings daily.
7. Set up meeting rooms as schedules requires, realizing that other Library employees (not connected with the Maintenance Dept.) may at times need to assist when meetings are back-to-back or if "Maintenance Crew" is unavailable. Rooms shall be cleaned and tabletops wiped down between meetings as personnel and time permits.
8. Do a general trash clean-up (policing) of the outside areas of the Library including parking lots, courtyard, and lawn and planting beds and other areas as needed. Empty outside trash receptacles located throughout the courtyard.

9. Clean staff lounge (Breakroom) floor and meeting room kitchenette and empty trash can in each daily. Table tops, sinks, and dirty dishes are the responsibility of Library employees. Wipe down the exterior of the appliances, such as dishwasher, cabinets, stove and refrigerators.
10. Elevator should be cleaned, with walls wiped and floors wet mopped.
11. Snow removal shall take place daily, as needed. This is a priority job, taking precedence over all other daily duties. Restrooms shall be cleaned in addition to snow removal, but only after snow removal is complete. Weekend and holiday snow removal shall take place only if the Library is open.

WEEKLY RESPONSIBILITIES

- ~~1.~~ Dust chairs, benches and display cases throughout the Library. The City shall not be responsible for dusting open shelving, table tops and work areas.
2. Library employees should insure that all plants that need watering have the proper protection under each container. If water spills occur, they should be promptly cleaned up. Library employees are responsible for watering inside plants. City Maintenance shall maintain underground sprinkler system for grass surfaces.
3. Mowing of the Library grass will take place weekly, or as needed. City maintenance shall maintain trees and bushes as needed. City shall not be responsible for maintaining planting beds, bushes and weed removal in planting beds. City Maintenance shall maintain cracks and expansion joints on hard surfaces for removal of weeds and grass as time allocation permits.
4. Clean both sides of the plexi-glass areas on stairway and mezzanine and spot-clean any interior partition glass.
5. Vacuum all remaining carpet not included with daily duties insuring the entire building is vacuumed within a one-month period.
6. Dust mop and/or wet mop floor tile behind circulation desk and underneath furniture on both 1st and 2nd floors.
- ~~7.~~ Dust mop and/or wet mop staff work area and Building Maintenance area, as well as the west stairwell as needed.
8. City Maintenance shall monitor and repair underground irrigation system for proper operation.

MONTHLY RESPONSIBILITIES

1. Vacuum all upholstered furniture, chairs and benches. Clean wooden chair arms.
2. Clean and sanitize bathroom partitions as necessary.
3. Dust Venetian blinds.

QUARTERLY RESPONSIBILITIES

1. Clean inside and outside of all 1st floor windows
2. Clean inside of all 2nd floor windows.
3. Power wash plastic meeting room chairs.
4. Dust ceiling fans and blades throughout the building.
5. Change air filters in air handler.

ANNUAL RESPONSIBILITY

1. It is agreed upon that there will be a “designated” library cleaning days on mutually agreed upon days in the first 20 days of August. These “designated” cleaning days will be used to take care of many of the small cleaning and maintenance problems at the facility.

MISCELLANEOUS RESPONSIBILITIES

1. Annually, bi-annually or as needed, floor brick surfaces and vinyl tile shall be stripped and new finish applied.
2. Carpeting shall be chemically cleaned annually by a professional outside contractor, by the power extraction method. Cleaning smaller areas of carpet may be done by City Maintenance as needed.
3. Replacement of lightbulbs shall be on an as required basis.
4. Painting and minor remodeling jobs shall be completed on a time available basis.
5. The exterior glass on windows, doors, and the skylight shall be washed and cleaned annually.
6. Sweep and remove trash from mechanical, west stairwell, and Friends of the Library areas in the basement as needed.

SUPPLIES

The City will provide all housekeeping and custodial supplies, which will include such items as paper towels, toilet tissue, cleaning chemicals, hand soaps, trash bags, and other items as may be essential for safe operation. City will provide light bulbs, ballasts, light fixtures and air filters as needed.

EQUIPMENT

The "City" will provide most equipment for doing the aforementioned work (i.e., vacuum cleaners, scrubbing machines, mowers, etc.) replacement of this service type equipment shall be part of the contracted monies and shall be city property.

TERMS

All work being performed shall be part of the contracted amounts with any special projects, other than emergencies receiving approval from Library Director and Facilities Manager.

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2022 by and between the Board of Directors of the City of Emporia Library, a body corporate and politic under the laws of the State of Kansas, hereinafter referred to as "LIBRARY", and the City of Emporia, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the LIBRARY occupies a building owned by the CITY and desires to make arrangements for the cleaning and janitorial services of the building and for the provision of plant maintenance; and

WHEREAS, the CITY is willing to provide such services to the LIBRARY in order to assist the LIBRARY in its obligations with respect to the maintenance of the building and to further assist with the maintenance of such building; and

WHEREAS, the LIBRARY desires to have the CITY provide such services upon the terms and conditions as contained herein and has determined that the expenditures of funds for such services would be an appropriate public purpose.

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

1. That the term of this agreement will be for a period commencing January 1, 2022 and ending December 31, 2022. Upon mutual agreement of the parties hereto this agreement may be extended upon such other and different terms as the parties may agree.
2. The LIBRARY shall pay to the CITY for the services to be provided a sum of \$40,736.71 payable annually on or before February 15, 2022.
3. The CITY shall provide cleaning and custodial services for the building occupied by the

4. In addition to the provision of cleaning and custodial services as set forth in the preceding paragraph, CITY shall provide building and plant maintenance services to the Library. Such services shall include the provision of routine maintenance and repair to the building's environmental systems (heating, air conditioning, and air handling, electrical systems, plumbing system and elevator). Additionally, the CITY shall maintain a reasonably acceptable physical appearance and condition of the building on the interior and exterior, including the repair and replacement of damaged windows, damaged ceiling grid, wall cracks, patio and walkway brick deterioration, and miscellaneous repairs. The determination of what is reasonably acceptable appearance shall be a determination made mutually between the parties. The CITY will additionally provide emergency services upon request and as personnel are available.
5. It is anticipated between the parties that this contract will be continued from year to year and it is desired between the parties that a cost basis be more accurately determined for the amount of time and expenses reasonably necessary to provide the services contemplated by this agreement. As a consequence, the CITY agrees to maintain documentation as to the number of man hours expended, actual costs of supplies and materials, the number of machine hours utilized, and any other out-of-pocket expenditures dedicated to the performance of the services hereunder.
6. The LIBRARY will notify the CITY concurrently with the execution of this agreement of any separate maintenance agreements or warranties which may be in place with this respect to the plant and mechanical systems of the LIBRARY and the CITY agrees to take no such actions which would interfere with such maintenance agreements or warranties and where independent contractors or third parties are to be provided pursuant to such agreements or warranties for the repair and/or replacement of equipment or systems otherwise covered by this agreement the parties agree that those individuals shall be so utilized in accordance with such agreements and warranties.

8. Any notices to be provided hereunder shall be provided as follows:
 - a. To the LIBRARY: c/o Library Director, 110 East 6th, Emporia, Kansas 66801;
 - b. To the CITY: c/o City Manager, 522 Mechanic, Emporia, Kansas 66801;
 - c. Or to such other persons as the parties hereto may designate in writing.
9. This agreement may be terminated upon the mutual consent of the parties hereto at any time after its execution. Should any termination of this agreement end during a month, then the LIBRARY's payment for such month shall be prorated.
10. Time is of the essence of this agreement.

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

CITY OF EMPORIA, KANSAS

Bocly Smith
Mayor



ATTEST:

Bucly Smith
City Clerk

ADDENDUM 1: CITY LIBRARY MAINTENANCE AGREEMENT

CLEANING, HOUSEKEEPING, AND MECHANICAL SYSTEMS DUTIES

DAILY AND WEEKEND RESPONSIBILITIES

1. Restrooms: Each restroom (including the staff restroom and family restroom) shall be cleaned thoroughly before 9:00 a.m., or as soon thereafter as circumstances permit, Monday through Friday and during the day if emergency situations arise. Restrooms shall also be cleaned by mid-afternoon on Saturdays and Sundays that the Library is open. This will be done by the weekend duty maintenance crew member.

Daily cleaning will be comprised of: cleaning mirrors; sanitizing urinals and sanitizing table, toilet bowls and sinks; sanitary napkin disposal and diaper pail are to be emptied; floors mopped with clean water and disinfectant; and paper towel and toilet paper dispensers filled as necessary.

2. Empty trash containers and move recycling materials to the designated outside location.
3. Sanitize and clean the drinking fountains.
4. Clean all interior and exterior vestibule glass, below the 7-foot level.
5. Dust mop and/or wet mop Main lobby and vestibules, as necessary. Vacuum the entry carpets and browsing area rugs daily.
6. Vacuum carpet in heavy traffic areas and stairs.
Dust mop and/or wet mop public staircase and landings daily.
7. Set up meeting rooms as schedules requires, realizing that other Library employees (not connected with the Maintenance Dept.) may at times need to assist when meetings are back-to-back or if "Maintenance Crew" is unavailable. Rooms shall be cleaned and tabletops wiped down between meetings as personnel and time permits.

8. Do a general trash clean-up (policing) of the outside areas of the Library including

10. Elevator should be cleaned, with walls wiped and floors wet mopped.
11. Snow removal shall take place daily, as needed. This is a priority job, taking precedence over all other daily duties. Restrooms shall be cleaned in addition to snow removal, but only after snow removal is complete. Weekend and holiday snow removal shall take place only if the Library is open.

WEEKLY RESPONSIBILITIES

1. Dust chairs, benches and display cases throughout the Library. The City shall not be responsible for dusting open shelving, table-tops and work areas.
2. Library employees should ensure that all plants that need watering have the proper protection under each container. If water spills occur, they should be promptly cleaned up. Library employees are responsible for watering inside plants. City Maintenance shall maintain underground sprinkler system for grass surfaces.
3. Mowing of the Library grass will take place weekly, or as needed. City maintenance shall maintain trees and bushes as needed. City shall not be responsible for-maintaining planting beds, bushes and weed removal in planting beds. City Maintenance shall maintain cracks and expansion joints on hard surfaces for removal of weeds and grass as time allocation permits.
4. Clean both sides of the plexiglass areas on stairway and mezzanine and spot-clean any interior partition glass.
5. Vacuum all remaining carpet not included with daily duties insuring the entire building is vacuumed within a one-month period.
6. Dust mop and/or wet mop floor tile behind circulation desk and underneath furniture on both 1st and 2nd floors.
7. Dust mop and/or wet mop staff work area and Building Maintenance area, as well as the

MONTHLY RESPONSIBILITIES

1. Vacuum all upholstered furniture, chairs and benches. Clean wooden chair arms.
2. Clean and sanitize bathroom partitions as necessary.
3. Dust Venetian blinds.

QUARTERLY RESPONSIBILITIES

1. Clean inside and outside of all 1st floor windows
2. Clean inside of all 2nd floor windows.
3. Power wash plastic meeting room chairs.
4. Dust ceiling fans and blades throughout the building.
5. Change air filters in air handler.

ANNUAL RESPONSIBILITY

1. It is agreed upon that there will be “designated” library cleaning days on-mutually agreed upon days in the first 20 days of August. These “designated” cleaning days will be used to take care of many of the small cleaning and maintenance problems at the facility.

MISCELLANEOUS RESPONSIBILITIES

1. Annually, bi-annually or as needed, floor brick surfaces and vinyl tile shall be stripped and new finish applies.
2. Carpeting shall be chemically cleaned annually by a professional outside contractor, by the power extraction method. Cleaning smaller areas of carpet may be done by City Maintenance as needed.
3. Replacement of lightbulbs shall be on an as required basis.
4. Painting and minor remodeling jobs shall be completed on a time available basis.
5. The exterior glass on windows, doors, and the skylight shall be washed and cleaned

SUPPLIES

The City will provide all housekeeping and custodial supplies, which will include such items as paper towels, toilet tissue, cleaning chemicals, hand soaps, trash bags, and other items as may be essential for safe operation. City will provide light bulbs, ballasts, light fixtures and air filters as needed.

EQUIPMENT

The "City" will provide most equipment for doing the aforementioned work (i.e., vacuum cleaners, scrubbing machines, mowers, etc.) replacement of this service type equipment shall be part of the contracted monies and shall be city property.

TERMS

All work being performed shall be part of the contracted amounts with any special projects, other than emergencies receiving approval from Library Director and Facilities Manager.

Commission Action Report

Title: 2023 Emporia Public Library Entrance Replacement

Proposed Agenda Date: December 21, 2022

Presented By: Kevin Hanlin, Director of Public Lands & Facilities

BACKGROUND:

The Multi-Year fund is \$120,000 for replacing the entry doors on the East and South sides of the library building. Both of these units are aluminum storefronts and are original to the building. The estimates we have received include the curtain wall, doors, hardware, and ADA openers. The new wall and door entries will replicate the existing entrances.

The existing entries are original to the building's construction in 1978. Work has been done over the years to replace seals and caulk areas to prevent leaks. The glass in the structure has gotten to a point the panes are separating and water is sitting between the glass. Other issues include fatigued aluminum structures creating issues with door operation and hardware for the doors is not readily available.

Pauline Stacchini, Director of the Emporia Public Library discussed the new entries with her board, and they are in support of the estimates we have received. We discussed making this a spring project and having the work completed before May. Jared with Manko, the lowest bidder, said their lead time is about 12 weeks for manufacturing. He thought a May completion was acceptable.

DISCUSSION:

Bids:

Manko for \$119,925.00

AAA Glass Service for \$129,818.00

CGMI Glass and Mirror \$155,837.00

FINANCIAL CONSIDERATIONS:

The low bid is for \$119,925 and will be paid out of Multi-Year.

OTHER CONSIDERATIONS:

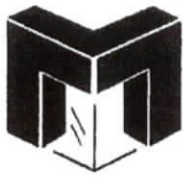
N/A

RECOMMENDED ACTION:

Award the bid to Manko for \$119,925.00 for the 2023 Emporia Public Library Entrance. Replacement

ATTACHMENTS:

Estimates



MANKO
WINDOW SYSTEMS, INC.

JULY 1ST 2022

TO: KEVIN HANLIN

RE: CITY OF EMPORIA

FURNISH AND INSTALL THE FOLLOWING

250 SERIES CURTIAN WALL

150 SERIES WIDE STYLE DOORS WITH STANDARD HARDWARE

7700 SERIES SLOPE GLAZE CURTIAN WALL

EXTERIOR DOORS AND CW WITH 1" TINTED LOW E GLAZING
INTERIOR DOORS AND STOREFRONT ¼ GLASS

AUTO OPERATORS INCLUDED

FURNISHED AND INSTALLED FOR THE SUM OF

\$119,925.00

QUALIFICATIONS

NO BONDS INCLUDED.
NO SALES TAX INCLUDED
NO CLEANING OR PROTECTION OF GLASS OR ALUMINUM INCLUDED
NO ACCESS CONTROL OR AUTO OPERATORS
NO ELECTRICAL WIRING
NO SPECIAL WARRANTIES
NO FIELD WATER TESTING OR AIR TESTING INCLUDED
NO SPECIAL FLASHINGS
NO ENGINEERING OR CALCULATIONS INCLUDED
NO BOARD UPS OR PLYWOOD INCLUDED
NO CONCRETE DAMAGE INCLUDED, WE WILL NEED AT LEAST A 60FT MANLIFT ON CONCRETE
MANKO STANDARD HARDWARE FOR ALL DOORS
NO SEISMIC TESTING OR ENGINEERING
NO POLLUTION INSURANCE INCLUDED
STANDARD 5 MILLION DOLLAR UMBRELLA INSURANCE INCLUDED
DEMO OF EXISTING INCLUDED

MANKO WINDOW SYSTEMS

JARED COX
ESTIMATOR

PHONE 785/776-9643 800/642-1488 FAX 785/776-9644
800 HAYES DRIVE, MANHATTAN, KANSAS 66502

AAA Glass Service

1908 W 6th
Emporia, KS 66801

Estimate

Date	Estimate #
8/24/2022	130571

Name / Address			Ship To	
City of Emporia PO Box 928 Emporia KS 66801				
Phone #	Fax #	E-mail	Tax ID	
6203437403	620-343-7022	aaaglass1908@gmail.com		
			Terms	
			Net 10	

Qty	Description	Cost	Total
	To Furnish and Install: 2- large section curtainwall 2- small section curtainwall 4- pair's of commercial doors, all with panics 4- commercial door operators lift rental Emporia Public Library	129,818.00	129,818.00T

Estimate must be signed and returned for us to proceed. Estimate valid for 30 days. Work performed after our regular business hours will incur overtime charges. Labor rates are approximate. Real time labor charges will apply. Unforeseen problems may incur additional charges.

No merchandise may be returned without our written authorization. We are not responsible for glass after it leaves the store. Please inspect before leaving. No warrantys expressed or implied unless otherwise noted. We are covered under a Allied business insurance policy please request a copy before accepting this bid. Additional insurance requirements will incur additional charges. All accounts 30 days past due are subject to a finance charge of 1 1/2% per month, 18% per annum or the maximum amount permitted under state and federal law.

Subtotal	\$129,818.00
Sales Tax (0.0%)	\$0.00
Total	\$129,818.00

Signature _____



Bid Sheet

Date: 09/12/2022

PROJECT Emporia Library
Architect:

Bid Date:
Bid Time:

Contractor:

Scope of Work: Furnish and Install:

Demolition of existing materials will be included.
2 1/2 x 7 1/2 Bronze anodized aluminum curtainwall system.
Handi-cap assist closers included.
Doors are 3-0 x 7-0 Medium Stile with 10" bottom rails.
Glass is Bronze insulated in vertical wall. Bronze insulated safety laminated in roof glazing.

There are 2 openings exterior and 2 openings interior.

Caulking included.

\$ 155,837.00
Quote good for 30 days only.

Addenda's:

Tax:

No Tax:

Base Bid: \$

Alternates: \$

\$

\$

Estimator: Bob Escalante

(No Cleaning)

City Glass & Mirror, Inc.
2017 West 6th Street
Topeka, Ks 66606

Phone: 785-233-5650

FAX: 785-233-2716

Commission Action Report

Title: Ordinance Rezoning No. 22-51 for the Property Located at 748 W 4th Avenue from Low-Density Residential to I-1 Light Industrial Zoning.

Proposed Agenda Date: December 21, 2022

Presented By: Justin Givens, Planning & Zoning Administrator

BACKGROUND:

At their November 15th meeting the Planning Commission held a public hearing on an application for rezoning the property located at 748 W 4th Ave. from R-1 Low-Density Residential to I-1 Light Industrial. Following the public hearing, the Planning Commission made a recommendation to the Governing Body to adopt an ordinance approving the rezoning request. Staff's report to the Planning Commission is contained within the excerpt of minutes from the November meeting attached to this report.

DISCUSSION:

The Planning Commission found that in order to protect the public health, safety, or general welfare that the uses be limited to motor vehicle repair and storage/warehousing, which are the intended uses for the applicant. Any additional future uses for the property would require a public hearing by the Planning Commission, and a new ordinance to be adopted by the Governing Body.

FINANCIAL CONSIDERATIONS:

There are no financial considerations for this item.

OTHER CONSIDERATIONS:

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

RECOMMENDED ACTION:

Approve Ordinance Rezoning No. 22-51 for the Property Located at 748 W 4th Avenue from Low-Density Residential to I-1 Light Industrial Zoning.

ATTACHMENTS:

Rezoning Ordinance, Excerpt of Minutes from November 15, 2022, Planning Commission meeting (including staff report to the Planning Commission), Area Zoning Map

ORDINANCE NO. 22-51

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM R-1, LOW DENSITY RESIDENTIAL DISTRICT TO I-1 LIGHT INDUSTRIAL ZONING DISTRICT AND AMENDING THE DISTRICT ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described properties are hereby rezoned from R-1 Low-Density Zoning District to that of I-1 Light Industrial Zoning to wit:

Lots 5 and 6, Hobb's Subdivision, Emporia, Lyon County, Kansas

And generally located: 748 W. 4th Avenue, Emporia, KS

Section 2. The allowed uses are restricted to motor vehicle repair and storage/warehousing finding that the limitations are necessary to protect public health, safety or general welfare and is consistent with the intent and purposes of the zoning regulations.

Section 3. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 21st day of December, 2022.

BECKY SMITH, Mayor

ATTEST:

KERRY SULL, City Clerk

EXCERPT OF MINUTES- 11/15/2022

EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, November 15, 2022, with Chair Thomas presiding. Members Bucklinger, Weaver, Colson, and Barnes were present, Commissioner Duncan was absent
City staff: Justin Givens was present.

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

1. Consider an Application PC 2022-11, a Request for Rezoning from R-1 Low Density Residential to I-1 Light Industrial.

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 2022-11

Applicants: Arturo Vazquez-Flores / Emporia Land Bank

Requested Action: Consider a Request to Rezone a Tract of Land from R-1 Low-Density Residential to I-1 Light Industrial.

Purpose: The applicants desire the change in zoning to facilitate the sale of the property, and the construction of a private garage/storage building.

Address: 748 W 4th Ave.,

Legal description: Lots 5 & 6 In Hobb's Subdivision

Lot Size: 16,490 sq. ft.

Existing Zoning: R-1 Low Density Residential

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

Surrounding Zoning:

North – R-1 Low Density Residential

East – R-1 Low Density Residential / R-3 High Density Residential

South – I-2 Heavy Industrial

West – I-2 Heavy Industrial

Surrounding Actual Uses:

North – Single-Family Homes
East – Single-Family Homes
South – Storage & Warehouse
West – Concrete Plant

Analysis: The applicant is requesting the rezoning in order to build a new garage/storage building on the property. The applicant has inquired about other existing buildings, but for various reasons has determined that a new building on this property would better suit his needs.

The applicant has met with city staff to discuss the building and site development requirements to build a building such as this, and understands that the building must be built to a specific code and development standard the same as any other industrial building developed within the City.

Considerations: 26-108. Factors to be Considered in a Rezoning:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change in classification would be consistent with the intent and purpose of these regulations; **The change in classification would be consistent with the intent of the zoning regulations. The I-1 Light-Industrial classification is intended to allow for low intensity industrial uses such as the proposed garage/storage building.**
2. The character and condition of the surrounding neighborhood and its effect on the proposed change; **The property abuts industrial property on two sides and is isolated from other properties by an alley. Required screening on the north and east side of the property will help in minimizing any negative effects that the proposed development would have on the surrounding neighborhood.**
3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions; **Staff has seen an uptick in requests for properties such as this. Properties that would be suitable for private style garages/storage buildings are limited, and since in many cases, an owner's residence is limited in the size that an accessory structure can be built, staff feels that these types of requests will continue to rise.**
4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such a change in classification; **The area is a mix of industrial and residential, but with required screening, and the separation from adjacent properties, any negative effect on these properties would be minimal. Regulations would require that all activities be conducted entirely inside the building, and any outdoor storage would need to be screened from public view.**

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity; **Staff would recommend that the uses be limited to storage/warehousing and motor vehicle repair. Uses such as these require that all activities be limited to the interior of the building, and that any outside storage will be required to be screened from neighboring properties. This will minimize any negative effect that may arise.**
6. The suitability of the applicant's property for the uses to which it has been restricted; **This property has had a dilapidated structure on it for some time, and the Emporia Land Bank was able to purchase it. Based on the location, there was limited interest in the property as a new residential building site. To maximize the property's use, the owners and applicants have requested the zoning change to facilitate a development that would blend into existing uses, and act as a buffer between the heavier industrial uses and residential homes.**
7. The length of time the subject property has remained vacant or undeveloped as zoned; provided, the use of land for agricultural purposes shall be considered as allowing the land to be vacant or undeveloped; **The original structure was built in 1887, and was beyond repair. It was identified by the Emporia Land Bank as a potential infill site, but due to the adjacent industrial properties, limited interest was expressed in rebuilding on the site.**
8. Whether adequate sewer and water facilities, and all other needed public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified; **All public facilities are at the site, and are of adequate size to serve the development.**
9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development; **Vacant I-1 property that would be suitable for a smaller development such as this is extremely limited, but is something that staff has had several requests for. The demand does outweigh the supply of properties of this type.**
10. The recommendations of professional staff; **Based on current information, staff would recommend the approval of the rezoning, as the proposed use and district would be suitable for the area, and not have a negative impact on existing properties.**
11. Whether the proposed amendment would be in conformance to and further enhance the implementation of the City's Comprehensive Plan; **A property such as this would be a perfect property for zoning change to an Industrial Flex Parcel Type, as it would provide a transition from heavy industrial uses to the neighboring residential property. This type of rezoning would help to promote economic development, in that the building will be built to an industrial standard, and could easily be used as a future business.**
12. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification; and, **The intended uses of the current zoning of the property R-1 Low-Density Residential will make the property difficult to develop. The change in classification would maximize the value**

of the property, while not having a detrimental impact on the public health, safety, and general welfare of the area.

13. Such other factors as may be relevant from the facts and evidence presented in the application.

Neighborhood Communications: At the time of writing this report, staff has had no contact with any adjacent neighbors.

Recommendation: Staff recommends the Planning Commission forward a recommendation to approve the vacation to the Governing Body based upon a finding that the request is consistent with the future land use map and guidelines for consideration on rezoning.

Commissioner **Bucklinger** asked about the development standards for industrial zoning and if they would be applicable to this rezoning. **Givens** confirmed that the project would be built to industrial development standards.

Commissioner **Colson** asked about setbacks in the industrial district, specifically the north setback. **Givens** confirmed the required setbacks for the property of 15 feet on the east side, 20 feet on the north side, and an adjusted front yard setback of 15 feet.

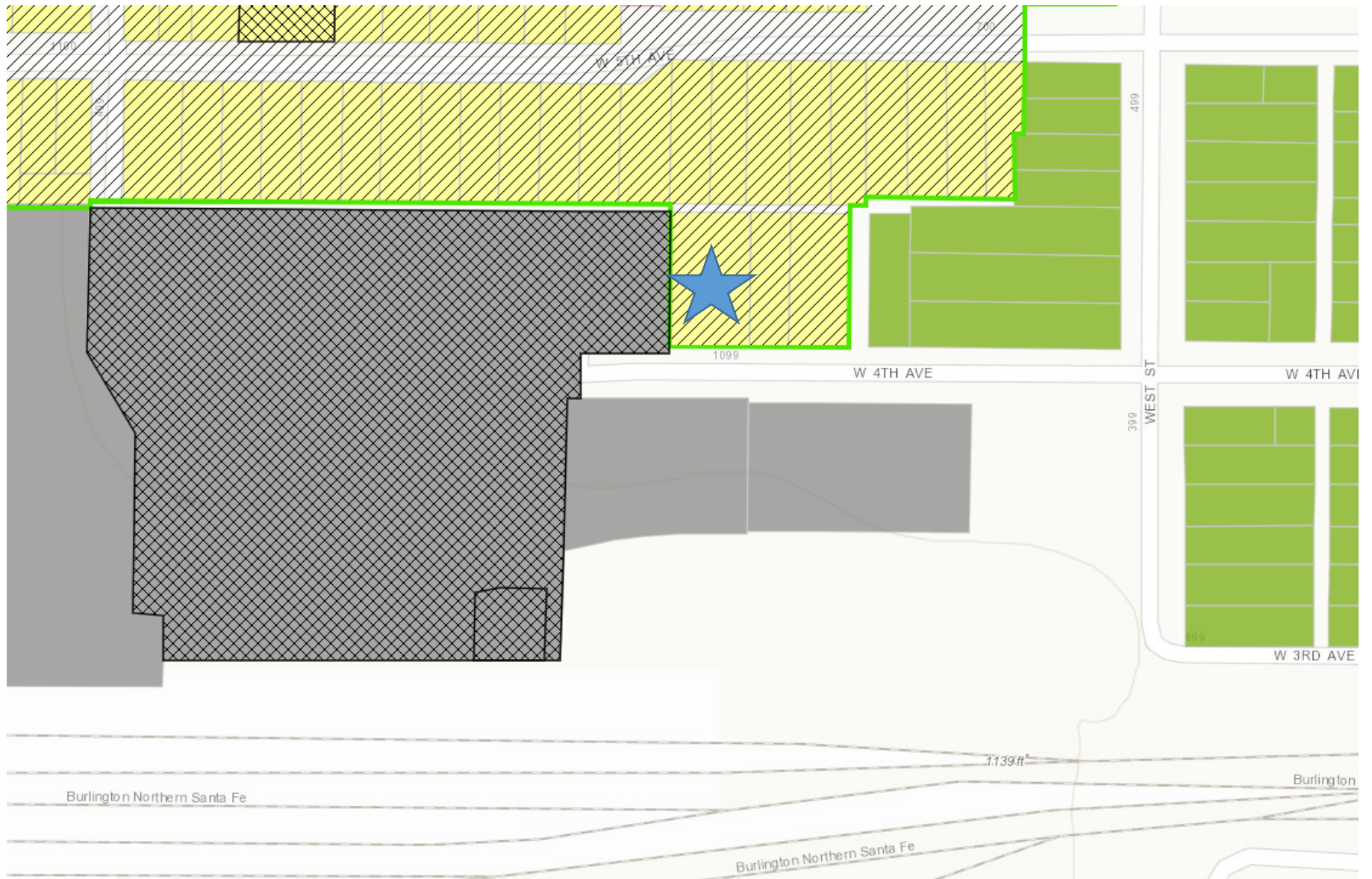
The Public Hearing was opened.

Arturo Vazquez-Flores (Applicant) Vazquez-Flores stated that he is wanting to build a building to be able to work on, and store cars. He stated that he had looked at other commercial and industrial property for sale, but there was nothing within his budget, or that meet his needs. He stated that he understood that the building would need to be built to industrial standards, and meet the city's development codes.

The Public Hearing was closed.

Commissioner **Barnes** made a motion to recommend approval of Application PC 2022-11 based staff recommendations and limiting the uses for the property to motor vehicle repair and storage/warehousing. Commissioner **Bucklinger** seconded. No further discussion. **Approved 4-1 (Colson).**

748 W 4th Ave. Rezoning
Zoning Map





Commission Action Report

Title: Engineering Agreement for Kretsinger Subdivision

Proposed Agenda Date: December 21, 2022

Presented By: Jim Witt, Special Project Manager

BACKGROUND:

This contract is to provide engineering services for the final design of public improvements to serve the Kretsinger subdivision. Those improvements include streets, alleys, water and sewer lines, drainage, and a sewer lift station.

DISCUSSION: Once completed and a cost estimate developed based on final plans the Commission will have additional information to assist in their deliberations. The completion date for the contract is June 1, 2023. The proposed development plan submitted during the RHID application process indicated the construction of 1,200 square-foot homes with an estimated price of \$225,000. This data was extracted from February 2022, Development Plan submitted with the application.

FINANCIAL CONSIDERATIONS:

\$252,800 from the Industrial Fund.

OTHER CONSIDERATIONS:

The signing of this contract will be a step towards meeting one of the City's Strategic Goals adopted in May of 2022. That goal was simply titled Housing Development.

RECOMMENDED ACTION:

Approve the agreement.

ATTACHMENTS:

Agreement with BG Engineering



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Kretsinger Subdivision Improvements
S. Exchange Street
Emporia, KS 66801

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

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

SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

Name: Jim Ubert
Address: 522 Merchant St.
Emporia, KS 66801
Phone: 620.343.4260

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

Name: Jim Ubert
Address: 522 Merchant St.
Emporia, KS 66801
Phone: 620.343.4260

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$252,800.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump

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

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

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

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

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

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Emporia, KS

By: _____

By: _____

Printed Name: Bruce Boettcher

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Kretsigner Addition Improvements

Scope of Services: Final Plat, Street, Storm Sewer, Water Line and Sanitary Sewer

Engineering Services

Services not Provided: Preliminary Plat, Bidding, and Construction Engineering & RPR Services

- I. Topographic Survey
 1. Research existing right-of-way and easements for the parcel.
 2. Data and AutoCAD drawing provided by Emporia Chamber of Commerce & Ignite Emporia to City of Emporia for CONSULTANT use to complete professional services.
 3. CONSULTANT shall utilize CLIENT provided information as correct and sufficient data to complete professional services.
 4. Supplemental topographic survey of the property for the design of the street, storm sewer, waterline and sanitary sewer. Utility locates will be called in to Dig Safe and existing utilities will be located through field survey.
 5. Preparation of a base map which shows the identified features from the topographic survey and existing contours on a 1-foot interval.
- II. Preliminary Plat
 1. BG Consultants, Inc. completed Preliminary Platting for Emporia Chamber of Commerce & Ignite Emporia. Data and AutoCAD drawings and project information provided by Emporia Chamber of Commerce & Ignite Emporia to City of Emporia for CONSULTANT to use to complete professional services.
 2. No additional services anticipated for Preliminary Platting.
- III. Final Plat
 1. Meet with Planning Department staff for pre-submittal meeting.
 2. Prepare and submit Final Plat.
 3. Make revisions by City Planning Staff and copies as needed for the application process.
 4. The property boundary will be monumented and the individual lots will be pinned as part of this scope.
- IV. Construction Plans (Layout based upon approximately 53 lots)
 1. Develop a set of Street (approx. 2,100 LF), Storm Sewer, Sanitary Sewer and Water Line construction plans to include:
 - Title sheet
 - General notes, general layout, project control
 - Street plan/profile sheets
 - Waterline plan/profile sheets

- Waterline along S. Exchange Street to connect to Logan Ave. and Soden Road near the Emporia Zoo facility
 - Sanitary Sewer and forcemain plan/profile sheets
 - Lift station layout and design
 - Storm sewer plan/profile sheets
 - SWP3 plan
 - Detail sheets
 - Cross sections
2. Construction Cost Estimates
 - a. Prepare opinion of probable construction costs to be submitted to the CLIENT at preliminary plan and final plan preparation.
 3. Construction plans will be submitted to the City for review and approval.
 4. Project Manual (Construction Contract and Project Specifications)
 - a. CONSULTANT will prepare a Project Manual under this Scope of Services.
 - b. CONSULTANT will design the project as a competitive bid process by the CLIENT.
 - c. CONSULTANT will design the project to utilize the known local codes and regulations.
 5. Utility Coordination
 - a. Prepare utility plans after Field Check and submit the utility plans to each utility owner with utility infrastructure within the project limits.
 - b. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.
 - c. Two easement descriptions are anticipated for the storm water improvements. No other easements are included in the project.
 6. Assist CLIENT with RFP for geotechnical services to be directly contracted by CLIENT.
 7. A notice of intent for the SWP3 will be prepared for submittal to KDHE.
 8. A Sanitary Sewer Extension Permit will be prepared and submitted to KDHE.
 9. Meet with City Staff to discuss the construction plans.

V. BID PHASE SERVICES –

1. Professional services not included within this agreement.

VI. CONSTRUCTION ENGINEERING PHASE SERVICES –

1. Professional services not included within this agreement.

SUPPLEMENTAL/ADDITIONAL SERVICES -

1. Items listed in this section, as requested by the CLIENT, will require additional work by the CONSULTANT outside of the agreements scope of services.
2. Under no circumstances will the CONSULTANT direct or supervise construction.
3. Under no circumstances will the CONSULTANT provide Project Management to include scheduling contractors or coordinating work and activities.
4. Under no circumstances will the CONSULTANT direct or supervise the installation, management or responsible for the SWPPP or BMP for the project.

5. CONSULTANT is not including any CLOMR or LOMR services. No floodplain modifications are anticipated.
6. No environmental or hazardous materials investigations, reports or evaluations are included in the professional services.
7. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, plats, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the CONSULTANT'S control.
8. No research, writing legal descriptions, title search, and negotiations for private easements are included in the professional services.
9. Revisions to the proposed right-of-way (street) layout or utility alignments after the notice to proceed to begin design will require additional services for redesign.
10. Plans for a detention pond are not anticipated and have not been included.
11. Design of South Exchange Street and Soden Road Improvements will be completed by others.
12. Evaluation or design of improvements for existing City infrastructure is not anticipated or included in the professional services.

End Exhibit 1

EXHIBIT 2

COST AND SCHEDULE

Preliminary Engineering Services set forth in Exhibit 1, Items I-IV the LUMP SUM FEE of **\$252,800.00**. Billings will be made on a monthly basis for the prior month's work based on percent complete of scope of services. Payment for each billing shall be due and payable within 30 days of billing by the CONSULTANT. For out-of-pocket expenses, material and mileage directly related to the CONSULTANT's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Lump Sum fee.

Services will be performed on a target schedule including the following milestones:

TARGET PROJECT SCHEDULE AND DELIVERABLE SCOPE

Upon receipt of a signed contract (Notice to Proceed – NTP), field data ready for design, and an approved right-of-way and lot layout in AutoCAD, the Schedule of Design is as anticipated below.

1. Anticipated Final Plat submittal within 75 calendar days of Notice to Proceed.
2. Anticipated Preliminary Field Check Set- Develop for submittal within 90 calendar days of the receipt of the field data ready for design, and an approved right-of-way and lot layout in AutoCAD.
3. Anticipated Office Check Set Submittal to occur within 60 calendar days following receipt of City review comments of the Field Check Set.
4. Anticipated Final Check Set to occur within 30 calendar days following receipt of City review comments of the Office Check Set.

Bid Phase & Resident Project Representative and Construction Engineering Services
Professional services are not provided within this agreement.

Total Estimated Fees = \$252,800.00

End Exhibit 2

EXHIBIT 3
SPECIAL PROVISIONS

1. BG Consultants 2023 Standard hourly rate schedule is attached for reference. Standard hourly rates are adjusted annually in December and effective for work performed January 1st to December 31st for the calendar year.
2. BG Consultants, Inc. Certificate of Insurances
3. 2022 Kretsinger Evaluation
 - a. Preliminary Layout date 12/14/22
 - b. Engineer's Opinion of Probable Cost dated 12/14/22

End Exhibit 3



2023 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2023</u>
PRINCIPAL III	\$294.00
PRINCIPAL II	\$255.00
PRINCIPAL I	\$244.00
ENGINEER/ARCHITECT V	\$229.00
ENGINEER/ARCHITECT IV	\$192.00
ENGINEER/ARCHITECT III	\$178.00
ENGINEER/ARCHITECT II	\$168.00
ENGINEER/ARCHITECT I	\$152.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$149.00
TECHNICIAN III	\$135.00
TECHNICIAN II	\$117.00
TECHNICIAN I	\$105.00
TECHNICIAN	\$84.00

SENIOR CONSTRUCTION OBSERVER	\$146.00
CERTIFIED CONSTRUCTION OBSERVER	\$121.00
CONSTRUCTION OBSERVER	\$106.00
SENIOR PROJECT SURVEYOR	\$191.00
PROJECT SURVEYOR	\$188.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$117.00
FIELD SURVEYOR II	\$95.00
FIELD SURVEYOR I	\$82.00
CLERICAL II	\$78.50
CLERICAL I	\$63.00

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/15/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED BG Consultants, Inc. 4806 Vue Du Lac Manhattan, KS 66503	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company	32603	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W26908372**REVISION NUMBER:**

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

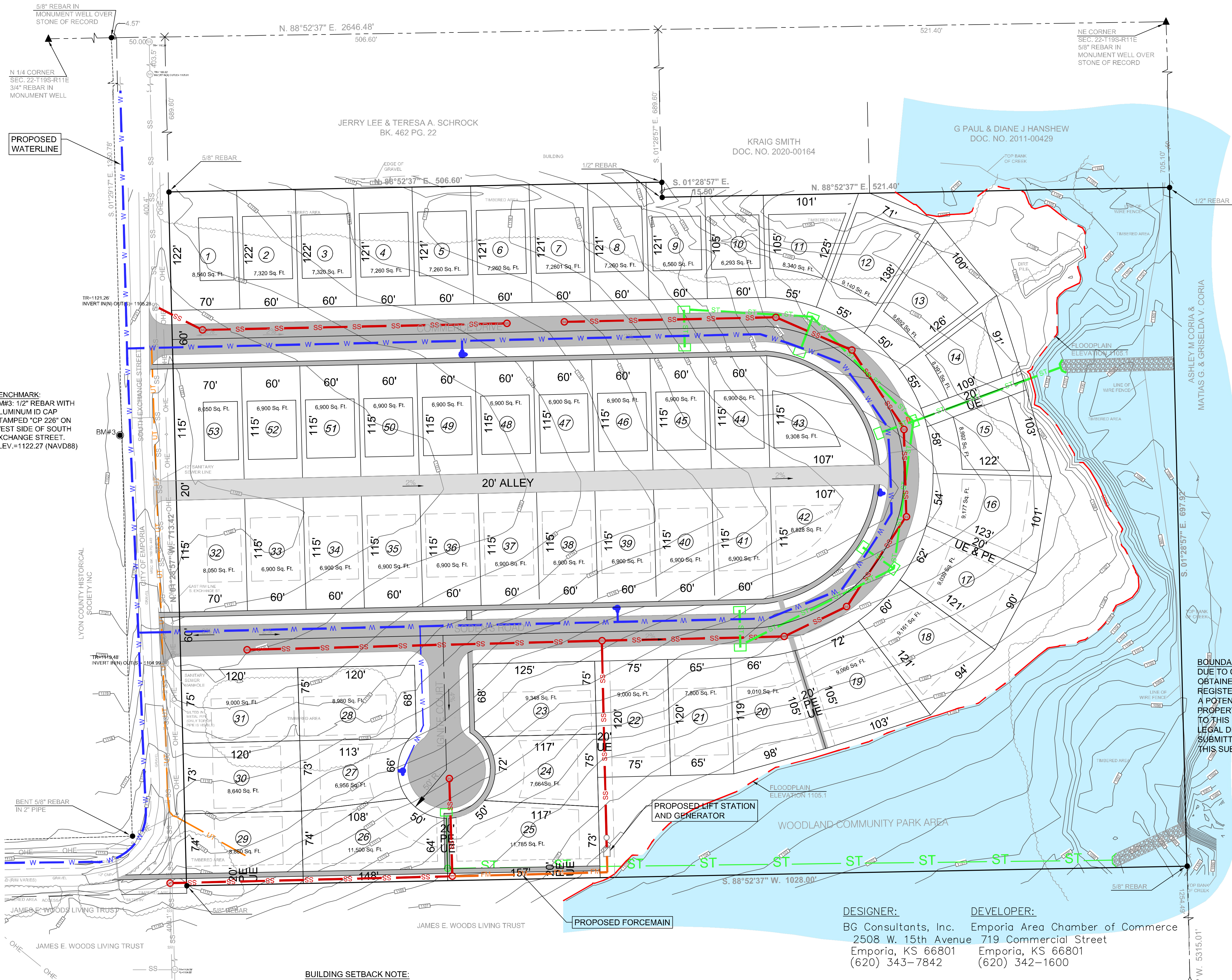
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEC-9061869-04	11/30/2022	11/30/2023	Per Claim \$3,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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LEGEND

- ▲ ● FOUND MONUMENTS
- △ SET SECTION CORNER
- W — EXISTING WATERLINES
- SS — EXISTING SANITARY SEWER
- F — FLOODPLAIN ELEVATION (1105.1)
- W — PROPOSED WATERLINE
- F — PROPOSED FIRE HYDRANT
- SS — PROPOSED SANITARY SEWER
- FM — PROPOSED FORCEMAIN
- PROPOSED MANHOLE
- S — PROPOSED STORM SEWER
- PROPOSED STORM INLET
- PROPOSED SIDEWALK
- ④⑦ PROPOSED LOT NUMBER
- UE UTILITY EASEMENT
- PE PEDESTRIAN EASEMENT

DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., IN THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 S. 88°52'37" W. 1028.00 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO THE CITY OF EMPORIA AS DESCRIBED ON PAGE 449 IN MISC. BOOK 150 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST LINE OF SAID CITY OF EMPORIA TRACT, BEING PARALLEL WITH THE EAST LINE OF SAID SECTION 22 S. 01°28'57" E. 689.60 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO JERRY LEE SCHROCK AND TERESA A. SCHROCK, DESCRIBED AS SOUTH 689 FEET ON PAGE 22 IN BOOK 462 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID SCHROCK TRACT N. 88°52'37" E. 506.60 FEET (SCHROCK TRACT: EAST) TO THE SOUTHEAST CORNER OF SAID SCHROCK TRACT, BEING ON THE WEST LINE OF A TRACT CONVEYED TO KRAIG SMITH AS DESCRIBED ON DOCUMENT NO. 2020-00164 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE WEST LINE OF SAID SMITH TRACT S. 01°28'57" E. 15.50 FEET (SMITH TRACT: SOUTH) TO THE SOUTHWEST CORNER OF SAID SMITH TRACT; THENCE ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID SMITH TRACT N. 88°52'37" E. 521.40 FEET (SMITH TRACT: EAST) TO THE EAST LINE OF SAID SECTION 22, BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO G. PAUL & DIANE J. HANSEW AS DESCRIBED ON DOCUMENT NO. 2011-00429 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST LINE OF SECTION 22 S. 01°28'57" E. 697.92 FEET; THENCE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 S. 88°52'37" W. 1028.00 FEET TO THE EAST LINE OF SAID CITY OF EMPORIA TRACT; THENCE ALONG THE EAST LINE OF SAID CITY OF EMPORIA TRACT N. 01°28'57" W. 713.42 FEET (AS DESCRIBED: SOUTH) TO THE POINT OF BEGINNING, CONTAINING 16.65 ACRES

BOUNDARY NOTE:
DUE TO CONFLICTING DOCUMENTS OBTAINED FROM THE LYON COUNTY REGISTER OF DEEDS, THERE EXISTS A POTENTIAL FOR AN EXTERIOR PROPERTY BOUNDARY ADJUSTMENT TO THIS PRELIMINARY PLAT AND/OR LEGAL DESCRIPTION BEFORE THE SUBMITTAL OF THE FINAL PLAT OF THIS SUBDIVISION.

DESIGNER:
BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, KS 66801
(620) 343-7842

DEVELOPER:
Emporia Area Chamber of Commerce
719 Commercial Street
Emporia, KS 66801
(620) 342-1600

OWNER:
John D. Kretsinger and Claudia V. Kretsinger
Revocable Trust dated November 19, 2012
802 S. Commercial Street
Emporia, KS 66801
(620) 342-0314

BUILDING SETBACK NOTE:
ALL FRONT YARD BUILDING SETBACKS ARE 30' FROM THE RIGHT OF WAY UNLESS NOTED OTHERWISE.
ALL SIDE YARD BUILDING SETBACKS ARE 5' FROM THE LOT LINE UNLESS NOTED OTHERWISE.
ALL REAR YARD BUILDING SETBACKS ARE 20' FROM THE LOT LINE UNLESS NOTED OTHERWISE.

TOPOGRAPHY NOTE:
WITH THE EXCEPTION OF SANITARY SEWER LINES AND MANHOLES, ALL TOPOGRAPHIC INFORMATION SHOWN ON THIS PRELIMINARY PLAT WAS FURNISHED BY GEOTECH, INC. 115 W 5TH AVENUE, EMPORIA, KS 66801 VOICE: (620) 342-7491 FAX: (620) 342-6722

SURVEY NOTE:
ELEVATIONS SHOWN ON THIS SURVEY ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BEARINGS SHOWN ON THIS SURVEY ARE BASED ON KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1502)

FLOODPLAIN NOTE:
PROPOSED FLOODPLAIN ELEVATION = 1105.1

ZONING NOTE:
CURRENT: A-L | AGRICULTURAL
PROPOSED: R-1 | LOW DENSITY RESIDENTIAL DISTRICT
HO-O | HOUSING OPPORTUNITY OVERLAY DISTRICT

PRELIMINARY PLAT

Kretsinger
Subdivision

an Addition to the City of Emporia, Lyon County, Kansas

Prepared By:

BG CONSULTANTS
ENGINEERS - ARCHITECTS - SURVEYORS

MANHATTAN, KANSAS LAWRENCE, KANSAS EMPORIA, KANSAS

December, 2022

22-1120E



Commission Action Report

Title: Resolution No. 3686 Establishing Taskforce on Homelessness.

Proposed Agenda Date: December 21, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The City Commission has recently discussed the growing issue of unhoused individuals in our community. The establishment of a taskforce to study this issue and make recommendations to the City Commission was suggested.

DISCUSSION:

Resolution No. 3686 establishes a Taskforce on Homelessness charged with developing recommendations to address homelessness in the City of Emporia. Each City Commissioner will appoint one representative to the taskforce. The Commission will appoint one City Commissioner to serve as the Commission Liaison. The City Manager will appoint appropriate staff to assist the taskforce. The taskforce will provide an interim report to the City Commission by April 15 with final recommendations by June 30.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Resolution No. 3686 Establishing Taskforce on Homelessness.

ATTACHMENTS:

Resolution No. 3686 Establishing Taskforce on Homelessness.

RESOLUTION NO. 3686

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS ESTABLISHING A TASKFORCE ON HOMELESSNESS

WHEREAS, the City of Emporia recognizes the growing issue of unhoused individuals in our community; and

WHEREAS, the Governing Body is committed to addressing this issue in a compassionate and effective manner; and

WHEREAS, the formation of a taskforce dedicated to addressing homelessness will help to coordinate and improve the City's response to this issue.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Emporia, Kansas as follows:

Section 1. Creation. The City of Emporia, Kansas hereby establishes the Taskforce on Homelessness.

Section 2. Composition. Each City Commissioner shall appoint one representative to the taskforce. The Commission shall appoint one City Commissioner to serve as the Commission Liaison. The City Manager shall appoint appropriate staff to assist the taskforce.

Section 3. Purpose. The taskforce shall be charged with developing recommendations to address homelessness in the City of Emporia, including, but not limited to:

- a. Identifying existing needs of unhoused and at-risk individuals within the community,
- b. Analyzing existing resources to address homelessness and providing recommendations for closing gaps in services,
- c. Proposing additional strategies to provide temporary and permanent housing solutions for unhoused individuals in the community, and
- d. Providing recommendations for legislative action.

Section 6. Recommendation and Review. The Taskforce on Homelessness shall submit an interim report to the Governing Body by April 15, 2023 and final recommendations by June 30, 2023.

APPROVED AND ADOPTED by the Governing Body of the City of Emporia, Kansas this 21st day of December 2022.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: Kaw Valley Consultant - Client Agreement for Mahtropolis Development

Proposed Agenda Date: December 21, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

Mahtropolis Housing Development will create 27 single-family houses along Mahnopoly Ave and Riley Ave. Kaw Valley Consulting Services will provide Engineering services for the Mahtropolis Housing Development (sanitary sewer, watermain, street, and stormsewer).

DISCUSSION:

FINANCIAL CONSIDERATIONS:

Kaw Valley Engineering has proposed an agreement in the amount of \$57,761.53 for preliminary Engineering services

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve Kaw Valley Engineering engineering agreement for Mahtropolis Housing Development.

ATTACHMENTS:

Kaw Valley Engineering agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), by and between the **City of Emporia**, located at P.O. Box 928, Emporia, KS 66801, ("Client"), and **Kaw Valley Engineering, Inc.**, located at 2319 North Jackson Street, Junction City, KS 66441, ("KVE");

WHEREAS, Client intends to install street, water and sewer for the Mahtropolis Addition located at the southwest corner of Whitter Street and Riley Avenue in Emporia, Kansas, (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

Engineering Scope:

- 1. Sanitary Sewer**
 - a. Preliminary Engineering**
 - b. Administrative and Legal**
- 2. Street and Storm Sewer**
 - a. Preliminary Engineering**
 - b. Administrative and Legal**
- 3. Water Improvements**
 - a. Preliminary Engineering**
 - b. Administrative and Legal**

1.02 Additional Services. In addition to the Services, Client may desire additional services as Project requirements develop (the "Additional Services"). If authorized by the Client and KVE, KVE shall provide Additional Services which may include, but are not limited to the following:

1. Attend meeting(s) \$800/meeting
2. Construction Staking per 11/3/2022 cost estimates
3. Inspection per 11/3/2022 cost estimates
4. As-Built Survey
5. Geotechnical Report

1.03 Change in Scope. In the event there are changes in design criteria and/or geometrics that could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT’S RESPONSIBILITIES

2.01 Client’s Responsibilities. Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:

- A. Provide KVE with all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client’s standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
- B. Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
- C. Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE’s services, or any nonconformance in KVE’s Services or in the work of any other contractor on the Project.
- D. Arrange for the safe access to and make all provisions for KVE and KVE’s employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.
- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- F. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.
- G. The Client shall promptly report to KVE any defects or suspected defects in KVE’s Services of which the Client becomes aware, so that KVE may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all Client contracts at any level to contain a like requirement. Failure by the Client and the Client’s contractors or subcontractors to notify KVE shall relieve KVE of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Services of KVE.

- A. **For Basic Services.** The Client shall pay KVE for Basic Services according to the following schedule per scope item, plus Reimbursable Expenses, as set forth in the Standard Hourly Rate Schedule attached hereto as Exhibit A and incorporated herein by reference:

Engineering Fees:

1. Sanitary Sewer	
a. Preliminary Engineering	\$15,708.84
b. Administrative and Legal	\$3,927.21
2. Street and Storm Sewer	
a. Preliminary Engineering	\$22,795.84
b. Administrative and Legal	\$5,698.96
3. Water Improvements	
a. Preliminary Engineering	\$8,025.57
b. Administrative and Legal	\$1,605.11
Total Lump Sum Fees	\$57,761.53

Fees listed above include engineering, permitting and construction administration.

(Topographic and Boundary Survey, along with Platting, were provided by the land owner.)

- B. **For Additional Services.** Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Services. The Client shall pay KVE for Additional Services performed in accordance with the Standard Hourly Rate Schedule attached hereto as Exhibit A.
- 3.02 **Payment Due.** Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.
- 3.03 **Retainer.** Client shall make an initial payment of \$0.00 as a retainer, upon Client's execution of this Agreement. Upon receipt of this retainer payment, KVE shall commence the Services as provided for under this Agreement. The retainer shall be held by KVE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, KVE shall refund the balance to Client with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due.
- 3.04 **Late Fees.** If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) percent per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.

- 3.05 Disputed Invoices.** In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.
- 3.06 Suspension of Services.** If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client shall compensate KVE for expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE may terminate this Agreement upon five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.
- 3.07 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE IV-- GENERAL CONSIDERATIONS

- 4.01 Standards of Performance.**
- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
 - B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.

- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.
- F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials, or create a warranty or guarantee by KVE.

4.02 Site Safety. Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.

4.03 Hazardous Materials. As used in this Agreement, the term “hazardous materials” shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB’s, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE’s Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of KVE’s Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys’ fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

4.04 Authorized Project Representatives. Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE’s and Client’s respective representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

4.05 Electronic Files, Deliverables, Submittals.

- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plat and plan information and will be in Autocad Map compatible format. If KVE’s work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.
- B. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE’s officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.

- C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.
- D. CADD submittals to or on behalf of Client will be prepared using Autocad Map and shall be considered within the Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.

4.06 Opinions of Probable Cost. KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.

4.07 Use of Documents.

- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard-copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.
- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in Exhibit B, SAMPLE Acord 25 – Certificate of Liability Insurance. KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE.
- B. KVE shall deliver to Client certificate(s) of insurance evidencing the coverage indicated in Exhibit B. Such certificate(s) shall be furnished prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

4.09 Delays. The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

- 4.10 Termination For Cause.** This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.
- 4.11 Controlling Law.** The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.
- 4.12 Dispute Resolution.**
- A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.
 - B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.
- 4.13 Exclusion of Special, Incidental, Indirect and Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees. This waiver shall include, but is not limited to, loss of use of the Property or any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.
- 4.14 No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE. KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

- 4.15 Indemnification.** Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense solely arises out of and is caused by the negligent performance of the Services under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.
- 4.16 Betterment.** If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 4.17 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.18 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.19 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.20 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.21 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.22 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 4.23 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

5.01 Authorization to Proceed. By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

6.01 Entire Agreement. This Agreement, comprising pages 1 through 11, Exhibit A - Standard Hourly Rate Sheet, and Exhibit B – SAMPLE Acord 25 – Certificate of Liability Insurance, is the entire Agreement between the Client and KVE. It supersedes all prior communications, understandings and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below written.

KVE

Kaw Valley Engineering, Inc.
By: 
Randy Purdue, P.E.
Title: Project Manager
Date: December 1, 2022
Address for Giving Notice:
Kaw Valley Engineering, Inc.
2319 North Jackson Street
Junction City, KS 66441
Authorized Project Representative:
Name: Randy Purdue, P.E.
Title: Project Manager
Phone: 785-762-5040
Fax: 785-762-7744
Email: Purdue@kveng.com

CLIENT

City of Emporia
By: _____
Title: _____
Date: _____
Address for Giving Notices:
City of Emporia
P.O. Box 928
Emporia, KS 66801
Authorized Project Representative:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Accounting / Accounts Payable:
Email: _____
(Email address where invoices can be sent electronically)



KAW VALLEY ENGINEERING

2022 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$200.00
Project Manager	185.00
Structural Engineer	170.00
Senior Design Engineer	170.00
Design Engineer	145.00
Intern Engineer	115.00
Senior CADD Technician	110.00
CADD Technician	95.00
Administrative Assistant	65.00

Surveying Services

Project Manager / Survey Manager	\$135.00
Professional Land Surveyor / Department Supervisor	125.00
Survey Research and Computations	100.00
1 - Person Survey Crew with Standard Equipment	125.00
2 - Person Survey Crew with Standard Equipment	160.00
Senior CADD Technician	110.00
CADD Technician	95.00
GNSS Equipment	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning	45.00
GeoSLAM 3D LiDAR Scanning	55.00
UAS Drone Service	150.00
ATV Equipment	150.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$105.00
Geotechnical Engineer	165.00
Materials Engineer	160.00
Registered Geologist	100.00
Truck-Mounted Drill Rig with Crew	200.00
ATV-Mounted Drill Rig with Crew	225.00
Engineer Technician	75.00
Senior Engineer Technician	85.00
Non-Destructive Testing Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White)	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color)	1.50 / sheet
11" x 17" (Color)	2.50 / sheet
Large Media	10.50 / sq. ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.585 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2022.docx.

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858 ▪ Fax: 816-468-6651
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150 ▪ Fax: 913-894-5977
 742 Duval Ave. ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400 ▪ Fax: 785-823-3411
 20 East Fifth Ave ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2022

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

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

PRODUCER IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team	
	PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No):	
	E-MAIL ADDRESS: certs@imacorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Cincinnati Insurance Company	10677
	INSURER B: North American Capacity Insurance Company	25038
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

License#: PC-1210733
KAWWALL-01**INSURED**
Kaw Valley Engineering Inc.
2319 North Jackson Street
Junction City KS 66441**COVERAGES****CERTIFICATE NUMBER:** 1431656561**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			ENP 0538086	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP 0538086	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ENP 0538086	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 0538227	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional and Pollution Liability			CNP100004000	8/8/2022	8/8/2023	Each Claim Aggregate \$3,000,000 \$3,000,000

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

General Liability Coverage includes Contractual Liability - Railroads and Coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

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

AUTHORIZED REPRESENTATIVE

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Commission Action Report

Title: Select a Consultant to assist with selecting ERP software

Proposed Agenda Date: December 21, 2022

Presented By: Janet Harrouff, Director of Finance, & Aric Kenyon, IT Administrator

BACKGROUND:

The City of Emporia has been utilizing Harris Computer Software, City Suite for all Financial, Payroll, Utility Billing, and Cash receipt processes since 2010. In 2010, no research or selection process was conducted to find the best software fit for the needs of the city. Over the years the response to service requests has become inadequate and at times nonexistent. The interface is antiquated and is creating productivity issues.

By utilizing a consultant, a complete review of the needs of the City of Emporia can be determined as well as opportunities to streamline operations and reduce manual processes. The consultant will then assist the city in developing an RFP to solicit bids for the best “off-the-shelf” software that meets the needs of the city. Once a new ERP has been selected, the consultant can assist the city in negotiating a price and ensuring implementation is on schedule.

DISCUSSION:

The RFP was submitted to four companies and posted on the City’s website. Two proposals were received.

FINANCIAL CONSIDERATIONS:

The cost will be split between the 4 major funds and has been included in the Professional Services budget.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the bid for Client First Technology Consulting in the amount of \$74,790.00.

ATTACHMENTS:

ERP Consultant Service Bid Tab.

ERP and Utility Billing Software Selection Consulting Services

	ERP Advisors	Client First Technology
	Group	Consulting
Amount	\$ 116,850.00	\$ 74,790.00

Commission Action Report

Title: Financials & Permits
Proposed Agenda Date: December 21, 2022
Presented By: Trey Cocking, City Manager

This is a time for the Mayor and City Commissioners to make comments and reports to the Public.
The following is general information for the month of November 2022 for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2021	2022	Increase of \$169,161.73 for the month, and Overall increase of 14.40% from year 2021
	\$371,392.98	\$540,554.71	
YTD	\$ 4,855,072.45	\$ 5,554,118.90	

2) City Share from County Tax

	2021	2022	Increase of \$27,985.55 for the month, and Overall increase of 12.18% from year 2021
	\$249,520.62	\$277,506.17	
YTD	\$2,529,977.24	\$ 2,838,126.57	

3) Building Permits issued from 11/1/2022 to 11/30/2022 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	85
Total of valuations associated with those building permits:	\$ 1,220,443.00
Total number of dollars collected for Building Permit Fees:	\$ 10,124.00

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

Flint Hills Mall CID for November 2022	\$ 21,052.76
Year to Date Total	\$ 209,405.46



DATE: December 12, 2022
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the eleven-month period ended November 30, 2022, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$53,526 higher than YTD budget

Taxes: \$1,617,216 higher than YTD budget

Sales Tax - \$800,028. higher

County Wide sales tax - \$433,615 higher

Franchise tax - \$432,524 higher

Licenses & Permits: \$154,413 higher than YTD

Building Permits - \$156,570 higher

Charges for Services: \$454,406 lower than YTD budget

Ambulance - \$770,325 lower

Golf - \$130,795 higher

Airport Fuel - \$186,946 higher

Reimbursements: \$401,278 lower than YTD budget

Invoice sent to Hornet Point building for the demolition \$400,724.46 was certified to the county for tax collection.

Expense

Personnel Services: \$751,723 under YTD budget

Administration - \$168,221 under

Finance/HR - \$81,306 under

Fire/EMS - \$69,830 under

Police – \$201,559 under

Park - \$126,850 under

Maintenance & Repair: \$192,347 under YTD budget

Hardware: \$23,881 under

Equipment: \$103,789 under

Vehicles: \$53,296 under

Other Charges: \$321,046 under YTD budget

Insurance - \$27,650 lower

Medical Expense - \$28,735 lower

Inter Department charge - \$166,149 lower

Public Education - \$14,288 lower

Shop Labor - \$47,283 lower

Testing Recruitment - \$18,900 higher

Miscellaneous - \$11,087 lower

Total revenues for the eleven-month period ended November 30, 2022, were \$1,521,157 over the YTD budget while expenses were \$876,672 under the YTD Budget. Therefore, the General Fund experienced operating results of \$2,397,829 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the eleven-month period ended November 30, 2022. The significant budget variations have been explained below.

Revenue

Sale of Water: \$313,098 over YTD budget.

Expense

Maintenance & Repair: \$486,317 higher than YTD Budget

Equipment \$173,587 higher

Water Main \$198,849 higher

Main to Meter \$88,810 higher

Water Meters \$24,728 higher

Commodities: \$399,639 higher than YTD Budget

Chemicals \$357,852 higher

Laboratory Equipment \$31,016 higher

Capital Outlay: \$435,877 lower than YTD budget due to not all items being purchased yet

Utilities: \$197,609 higher than YTD budget due to electricity being \$194,515 higher.

Contractual Services: \$279,621 higher than YTD budget

Contractual Services \$286,520 higher

Professional Services \$11,041 higher

New Services \$13,497 lower

Total revenues for the eleven-month period ended November 30, 2022, were \$4,154,533 over the YTD budget while expenses were \$3,631,013 higher the YTD Budget. Therefore, the Water Fund experienced operating results of \$523,520 less favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the eleven-month period ended November 30, 2022. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$562,411 higher than YTD budget

Extra Strength Surcharge: \$78,797 higher than YTD budget

Miscellaneous: \$147,578 CDBG draw downs for Lift Station #2

Expenses

Maintenance & Repair: \$551,833 higher than YTD budget

Sewer Mains \$270,137 higher

Equipment \$253,861 higher

Commodities: \$253,596 higher than YTD Budget

Materials \$23,761 higher

Software \$32,131 higher

Chemicals \$159,330 higher

Laboratory Equipment \$16,056 higher

Contractual Services: \$119,828 higher than YTD Budget

Contractual Services \$151,842 higher

Lease Agreement \$46,545 lower

Total revenues for the eleven-month period ended November 30, 2022, were \$2,227,143 higher the YTD budget while expenses were \$1,972,856 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$254,287 less favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the eleven-month period ended November 30, 2022. The significant budget variations have been explained below.

Revenue

Collection fees: \$109,018 higher than YTD budget

Resale of Recyclables: \$133,334 higher than YTD budget

Rolloff: \$357,252 higher than YTD budget

Landfill fees: \$57,278 higher than YTD budget

Expenses

Commodities \$92,556 higher than YTD Budget

Motor Fuel \$26,576 higher

Other Commodities \$34,843 higher

Software \$18,085 higher

Tools \$6,182 higher

Capital Outlay \$194,989 lower than YTD budget due to items not purchased yet

Total revenues for the eleven-month period ended November 30, 2022, were \$694,001 higher the YTD budget while expenses were \$441,112 higher than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$252,889 more favorable than the YTD Budget.

GENERAL FUND

as of November 30 2022

GENERAL FUND

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,300,640	4,515,233	4,515,233	4,535,364	4,535,364
REVENUE					
Ad Valorem Property Tax	4,722,275	5,054,844	5,054,844	5,108,370	(53,526)
Taxes	11,692,294	10,947,481	10,078,979	11,696,195	(1,617,216)
Intergovernmental Taxes	272,554	244,660	241,124	313,974	(72,850)
Licenses & Permits	291,189	215,900	197,912	352,325	(154,413)
Charges for Services	2,301,602	2,627,418	2,438,905	1,984,499	454,406
Fines & Fees	508,360	550,800	471,900	395,596	76,304
Use of Property and Money	144,759	154,024	141,174	185,944	(44,770)
Reimbursements	218,280	160,087	147,240	(254,038)	401,278
Misc. Rev. - Administrative Transfers	2,825,664	2,533,894	2,322,716	2,787,381	(464,665)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund	0	0	0	0	0
Operating Revenues	45,240	4,700	4,312	17	4,295
Nonoperating Revenues	27,597	0	0	50,001	(50,001)
TOTAL RECEIPTS	23,049,814	22,493,808	21,099,106	22,620,263	(1,521,157)
EXPENDITURES					
Personnel Services	12,866,777	14,013,680	12,433,629	11,681,906	751,723
Vacancy Rate		(258,532)	0	0	0
Maintenance & Repair	735,350	935,804	857,835	665,488	192,347
Commodities	1,260,084	1,500,190	1,378,807	1,420,173	(41,366)
Other Charges	493,000	882,718	486,540	165,494	321,046
Capital Outlay	334,083	518,300	518,300	151,403	366,897
Debt Reduction	0	0	0	0	0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	847,920	847,920	0
Transfer to Multi Year Fund	2,953,164	2,623,107	2,404,512	2,840,193	(435,681)
Transfer to Project accounts	1,640,729	40,000	36,667	327,930	(291,263)
Transfer to B&I for Hanger payment	0	0	0	0	0
Utilities	561,222	502,050	460,207	482,513	(22,306)
Communications	96,294	124,731	114,376	99,519	14,858
Training and Travel	145,922	219,250	200,981	190,024	10,957
Jail Expenses	34,520	75,000	68,750	62,160	6,590
Other Contractual	821,776	925,939	849,521	846,650	2,871
Excess Carryover	0	0	0	0	0
Outstanding PO's	(155,880)	0	0	0	0
TOTAL EXPENDITURES	22,712,040	23,027,237	20,658,045	19,781,373	876,672
Revenue less expenses	337,774	(533,429)	441,061	2,838,890	(2,397,829)
Cash Basis Adjustments/Non-appropriated Balance	(103,049)	0	0	34,875	
Ending Cash Balance	4,535,364	3,981,804	4,956,294	7,409,130	
Base for Reserve calculation	16,859,064	18,920,830	16,850,646	15,613,927	
15% Reserve	2,528,860	2,838,125	2,527,597	2,342,089	
Amount over 15% Reserve	2,006,505	1,143,680	2,428,697	5,067,041	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
EMS	\$43,000	42,487	Monitor/Defibrillator
EMS	\$30,000	30,000	EMS Pickup (2006)
EMS	\$46,000		Replace Power Cots
Fire	\$30,000	12,713	Water Rescue Equipment
Fire	\$40,500	Grant	Breathing Air Compressor - Station 2
Code Services	\$35,000	35,000	Pick up or Car (2000)
Park	\$55,000	55,000	1 ton Dump Bed pickup (1994)
Shop	\$8,000	\$6,579.20	OBD 2 Scan Tool
Police	\$25,000		2 Mobile data terminals & 2 Video Cameras
Police	\$14,000	\$14,000.00	8 Tasers
Police	\$25,000	\$14,950.00	10 Body Cameras
Police	\$16,800		Firewall (Our Share)
Police	\$120,000	\$120,000.00	2 Patrol Vehicles
Police			

Multi Year Fund

as of November 30 2022

			Purchase Order	Expenses	Actual	2022 Budget/estimated	2022
Beginning unencumbered balance					3,582,386.79	1,015,631.00	
Sales Tax Proceeds from General Fund					2,840,193.31	2,623,107.00	
Interest					19,532.32	5,000.00	
Tax Credits					-	-	
Accounts Receivable					(600.00)	-	
REVENUE					2,859,125.63	2,628,107.00	
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		-	-	600,000.00	
	102-0101-400.0801	Land Bank land purchase & PEP		100,000.00	100,000.00	100,000.00	
	102-0101-400.0505	ADA Sidewalks	-	-	-	50,000.00	
Total Revenue	102-0101-400.0265	Miscellaneous storm water repairs		208,276.00	208,276.00	208,276.00	
	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	-	421.92	421.92	14,809.97	
	102 0101 400 0505	Holiday Drive Storm Water		-	-	165,500.00	
	102-0101-400.0265	E 12th Ave & RR storm water		50,000.00	50,000.00	50,000.00	
	102-0301-400.0502	Replace HVAC in Admin & Dorms St #2 & Jace Controller	0.00	167,874.48	167,874.48	108,007.45	
	102-0301-400.0502	Kithen Remodel at Fire Station 2		-	-	28,000.00	
SW1903	102-0301-400.0502	Overhead Door Replacement Station 2		-	-	12,000.00	
SW1303	102 0601 400 0257	2022 Hazardous Sidewalk	9,065.13	94,321.77	103,386.90	100,000.00	
	102 0601 400.1516	Alley East of Lyon County State Bank 800 Block	-	62,523.00	62,523.00	2,231.98	
FS2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block		4,029.33	4,029.33	758,963.93	
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	-	-	-	70,000.00	
	102-0601-400.1516	9th Ave Anderson to Burn to Fairgrounds	-	22,128.24	22,128.24	28,307.22	
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic arts to Hatcher		-	-	55,000.00	
AL2101	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton		-	-	25,000.00	
PK2101		Sidewalk 12th & Burlingame	5,000.00	8,031.08	13,031.08	160,000.00	
		Sidewalk 24th Ave along Jones Park		-	-	-	
SK2102	102-0601-400.1516	Handicap curb cuts		-	-	50,000.00	
	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	109,843.65	618,931.11	728,774.76	411,000.00	
	102-0601-400.1516	2022 Street Rehab	179,429.66	648,630.78	828,060.44	850,000.00	
	102-0601-400.1516	Road 180 (W edge of Every to Road F5)		-	-	300,000.00	
	102-0601-400.1516	Road F Utilities & Easements		-	-	-	
	102-0601-400.1516	Weaver Street Resurfacing (6th Ave to US-50 Hwy)		-	-	-	
PV2201	102-0601-400.1516	6th & Prairie intersection Improvments		215,000.00	215,000.00	230,000.00	
PV2203	102-0601-400.1516	Misc Street Repairs		-	-	100,000.00	
	102-0601-400.1516	15th Ave Substation barrier wall	-	15,986.67	15,986.67	36,000.00	
	102-0601-400.0505	Slurry/chip Seal	60,465.00	-	60,465.00	200,000.00	
	102-0601-400.0505	Camera (loop projectors) 6th & Rural	91,494.96	47,965.00	139,459.96	90,000.00	
	102-0701-400.0505	Master plan design of golf course, range, bldg	-	-	-	12,250.00	
	102-0803-400.0505	JAC replace sand in filters		-	-	20,000.00	
PV2202	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	-	-	-	3,518.00	
PV2206	102-0806-400.0502	Parking Lot at Zoo	127,864.70	4,209.01	132,073.71	163,560.89	
TS2201	102-0806-400.0505	Bus parking at zoo		-	-	20,000.00	
GC1701	102-0806-400.0502	Hoof Stock Sheds		-	-	50,000.00	
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs		-	-	54,000.00	
ZO2101	102-0806-400.0502	Fire Alarm & Smoke Detection at Zoo	25,629.10		25,629.10	26,000.00	
ZO2102	102-0901-400.0502	618 Mechanic Roof		-	-	60,000.00	
	102 0901 400 0505	Elevator controls Roof Caps	-	36,600.00	36,600.00	36,600.00	
	102-0901-400.0502	Replace Steam Lines & update HVAC		-	-	50,000.00	
CV2201	102-0901-400.0502	Civic Fire Alarm Card update 2nd half	-	58,053.00	58,053.00	60,000.00	
ZO2201	102-0901-400.0502	2022 Replace Steam Lines	-	-	-	85,000.00	
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements		-	-	300,000.00	
CV2001	102-0901-400.0502	Replace Irrigation system	10,280.13	2,910.00	13,190.13	30,000.00	
	102-0901-400.0502	Walk-in Cooler in Room 222		-	-	25,000.00	
	102-0901-400.0502	Replace Windows in Auditorium		-	-	26,000.00	
CV2202	102-0901-400.0502	Evelator Controls	53,050.00	53,050.00	106,100.00	175,000.00	
CV1901	102-0901-400.0502	ADA Improvements Police & Water Dept	0.00	12,757.18	12,757.18	45,288.71	
CV2102	102-0901-400.0505	Carniage Library Study	-	9,500.00	9,500.00	7,300.00	
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers		-	-	120,000.00	
LB2202	102-0902-400.0505	Replace Irrigation system	4,884.86		4,884.86	10,000.00	
	102-0902-400.0502	HVAC updates		-	-	15,000.00	
	102-1401-400.0505	Runway Extension 51" Design (KDOT 90%)		-	-	8,150.00	
	102-1401-400.0505	Wildlife Site Visit & Study (FAA 90%)		-	-	3,000.00	
AR2101	102-1401-400.0801	Airport Edge ligting & guidance signs		-	-	40,987.00	
			677,007.19	2,441,198.57	3,118,205.76	6,249,751.15	
Ending Unencumbered Cash balance					3,323,306.66	(39,257.36)	
2022 budgeted projects					3,323,306.66		
EXPENDITURES					-		

City of Emporia, Kansas

Library Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Original Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$832,333	\$892,992	\$892,992	\$895,664	(\$2,672)
Back Tax Collection	\$14,757	\$15,000	\$15,000	\$20,680	(\$5,680)
Motor Vehicle Tax	\$99,565	\$94,818	\$94,818	\$84,748	\$10,070
Recreational Vehicle Tax	\$1,142	\$1,038	\$1,038	\$1,012	\$26
AdValorem Tax Reduction	(\$10,017)	(\$9,500)	(\$9,500)	(\$9,766)	\$266
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$937,779	\$994,348	\$994,348	\$992,336	\$2,012
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$937,779	\$994,348	\$994,348	\$992,336	\$2,012
TOTAL EXPENDITURES	\$937,779	\$994,348	\$994,348	\$992,336	\$2,012
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$531,611	\$606,062	\$606,062	\$649,122	\$0
REVENUE					
Transient Guest Tax	\$634,077	\$620,000	\$620,000	\$771,864	(\$151,864)
Interest on Investment	\$300	\$200	\$187	\$2,932	(\$2,745)
Fence rental	\$8,128	\$7,000	\$6,413	\$7,558	(\$1,145)
Return of amount over allowed reserve					\$0
Repayment of extra funds - Chamber				\$50,630	(\$50,630)
Accounts Receivable - fence rental	\$0			\$10,769	(\$10,769)
TOTAL RECEIPTS	\$642,506	\$627,200	\$626,600	\$843,754	(\$217,154)
EXPENDITURES					
CVB Appropriation	\$273,750	\$365,000	\$365,000	\$365,000	\$0
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$30,000	\$30,000	\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$5,625	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$37,500	\$56,250	\$56,250	\$56,250	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$7,500	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$15,000	\$20,000	\$20,000	\$20,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$25,000	\$25,000	\$25,000	\$15,000	\$10,000
DDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$10,000	\$20,000	\$20,000	\$20,000	\$0
Dynamic Discs					\$0
Fence Purchase					\$0
Miscellaneous	\$12,750	\$0		\$10,995	(\$10,995)
Special Projects		\$609,512	\$0		\$0
Outstanding PO's	\$12,870			\$0	
TOTAL EXPENDITURES	\$524,995	\$1,238,262	\$628,750	\$629,745	(\$995)
Ending Cash Balance	\$649,122	(\$5,000)	\$603,912	\$863,131	(\$216,159)
Transient Guest Tax Receipts	2018	2019	2020	2021	2022
1ST QUARTER-JANUARY	\$149,499.38	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75
2ND QUARTER-APRIL	\$127,440.51	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80
3RD QUARTER-JULY	\$213,098.04	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58
4TH QUARTER-OCTOBER	\$200,537.74	\$207,822.11	\$151,949.08	\$200,102.99	\$219,288.14
TOTAL	\$690,575.67	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27

City of Emporia, Kansas

Industrial Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	18,767	19,899	19,899	19,923	0
REVENUE					
Ad Valorem Property Tax	999	1,000	1,000	1,077	(77)
Back Tax Collections	19	21	21	26	(5)
Motor Vehicle Tax	139	114	114	104	10
Ad Valorem Tax Reduction	(12)	(16)	(16)	(12)	(4)
Interest on Investment	11	12	11	94	(83)
Miscellaneous					
TOTAL RECEIPTS	1,156	1,131	1,130	1,289	(159)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	1,089		1,089
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,845			0
TOTAL EXPENDITURES	0	21,030	1,089	0	1,089
Ending Cash Balance	19,923	0	19,940	21,212	(1,248)

Industrial Development Sales Tax

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$442,855	\$253,102	\$253,102	\$247,080	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$847,920	\$847,920	\$0
Interest Income	\$231	\$250	\$231	\$3,201	(\$2,970)
Money for Land Purchases	\$1,000,000	\$0		\$0	\$0
Bond Proceeds		\$0		\$1,000,000	(\$1,000,000)
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$1,925,231	\$925,250	\$848,151	\$1,851,121	(\$1,002,970)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Emporia Enterprises	\$25,000	\$25,000	\$25,000	\$32,500	(\$7,500)
Miscellaneous	\$99	\$0		\$0	\$0
Land Purchase for Industr	\$200,000	\$0	\$0	\$0	\$0
Land Purchase	\$1,000,000	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0			\$0
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
REG Demolition	\$195,906	\$0	\$0	\$0	\$0
Water Valves					\$0
Special Projects		\$453,352	\$0	\$120,941	(\$120,941)
Total Expenses	\$2,121,005	\$1,178,352	\$725,000	\$853,441	(\$128,441)
Ending Cash Balance	\$247,080	\$0	\$376,253	\$1,244,761	(\$874,529)

Special Alcohol Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	73,443	77,967	77,967	89,340	0
REVENUE					
Private Club Liquor Tax	86,358	80,000	60,000	74,650	(14,650)
Interest on Investment	40	25	22	418	(396)
TOTAL RECEIPTS	86,397	80,025	60,022	75,068	(15,046)
EXPENDITURES					
Appropriations	70,500	86,750	65,061	66,750	(1,689)
Special Projects		71,242	0		0
TOTAL EXPENDITURES	70,500	157,992	65,061	66,750	(1,689)
Ending Cash Balance	89,340	0	72,928	97,658	(13,357)

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

	2018	2019	2020	2021	2022
Receipts					
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09
2ND QUARTER - JUNE	\$26,757.14	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46
TOTAL	\$92,876.19	\$102,449.83	\$66,237.79	\$86,357.76	\$100,043.46

Special Park Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$117,929	\$132,234	\$132,234	\$188,630	\$0
REVENUE					
Private Club Liquor Tax	\$86,358	\$80,000	\$60,000	\$74,650	(\$14,650)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$4,266	\$0		\$0	\$0
Interest on Investment	\$77	\$40	\$33	\$479	(\$446)
TOTAL RECEIPTS	\$90,701	\$80,040	\$60,033	\$75,129	(\$15,096)
EXPENDITURES					
Capital Outlay	\$60,513	\$82,500	\$82,500	\$84,868	(\$2,368)
Municipal Band Allocation		\$10,000	\$10,000	\$10,000	\$0
Miscellaneous					\$0
Commodities		\$0		\$14,330	(\$14,330)
Contractual Services	\$20,000	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account				\$96,711	(\$96,711)
Outstanding PO's	-\$60,513			\$0	
Special Projects		\$119,774	\$0		\$0
TOTAL EXPENDITURES	\$20,000	\$212,274	\$92,500	\$205,909	(\$113,409)
Ending Cash Balance	\$188,630	\$0	\$99,767	\$57,850	\$98,313

Receipts	2018	2019	2020	2021	2022
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10
2ND QUARTER - JUNE	\$26,757.13	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.00	\$25,844.73	\$28,544.72
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.53	\$14,069.39	\$24,664.03	\$25,393.46
TOTAL	\$92,876.18	\$102,449.84	\$67,237.76	\$86,357.57	\$100,043.47

Capital Items	Budget Amount	Purchase Price
Park	\$70,000.00	\$84,868.00 11 Foot Rotary Mower (2012)
Golf Course	\$81,550.00	\$67,859.33 Wide area mower
	<u>151,550.00</u>	<u>152,727.33</u>

Special Street Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	546,748	496,206	496,206	517,459	
REVENUE					
Gasoline Tax	712,575	632,540	632,540	655,837	(23,297)
Special City-County Tax	85,230	74,826	58,000	57,816	184
Damages	9,118	0		23,242	(23,242)
Interest on Investment	341	200	187	2,025	(1,838)
Transfer of Funds		0			0
Sale of Salvage	294			33	(33)
Miscellaneous	8,072	0		4,497	(4,497)
TOTAL RECEIPTS	815,630	707,566	690,727	743,450	(52,723)
EXPENDITURES					
Personnel Services	571,835	509,116	452,056	558,001	(105,945)
Vacancy		(9,583)			0
Maintenance & Repair	64,519	86,240	79,057	97,713	(18,656)
Commodities	98,958	120,250	110,220	108,092	2,128
Other Charges	38,711	45,600	43,550	37,502	6,048
Capital Outlay		0		14,875	(14,875)
Transfer of Funds	15,403	0		0	0
Utilities	22,042	30,050	27,544	25,030	2,514
Communications	1,584	2,200	2,013	1,413	600
Training & Travel	2,567	4,300	3,938	8,434	(4,496)
Contractual Services	29,585	37,300	34,188	37,771	(3,583)
Special Projects	0	378,299	0	0	0
Audit Adjustments	3,117			4,242	(4,242)
Outstanding PO's	(3,403)			0	0
TOTAL EXPENDITURES	844,918	1,203,772	752,566	893,073	(140,507)
Net Change in Cash	(29,289)	(496,206)	(61,839)	(149,623)	
Ending Cash Balance	517,459	0	434,367	367,836	
Receipts	2018	2019	2020	2021	2022
1st Quarter - Jan Payment	\$169,274.62	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74
2nd Quarter - April Payment	\$156,526.16	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42
Extra Payment- June				\$54,671.53	
3rd Quarter - July Payment	\$171,880.23	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14
4th Quarter - Oct Payment	\$176,248.57	\$177,741.69	\$164,712.37	\$174,419.30	\$165,112.70
Total	\$673,929.58	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$68,301	\$72,327	\$72,327	\$69,300	
REVENUE					
Receipts from Drug Forfeitures	\$4,115	\$5,000	\$4,170	\$52,650	(48,480)
Interest on Investment	\$41	\$25	\$22	\$367	(345)
Miscellaneous					
TOTAL RECEIPTS	\$4,156	\$5,025	\$4,192	\$53,016	(48,824)
EXPENDITURES					
Commodities	\$26,075	\$5,000	\$4,587	\$23,264	(18,677)
Capital Outlay		\$0			-
Communications	\$345	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$3,459	(3,459)
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$11,895	(11,895)
Outstanding PO's	-\$23,264			\$0	
Special Projects		\$72,352	\$0		
TOTAL EXPENDITURES	\$3,157	\$77,352	\$4,587	\$38,617	(34,030)
Ending Cash Balance	\$69,300	\$0	\$71,932	\$83,700	

City of Emporia, Kansas

Storm Water

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	
REVENUE					
Transfer from Multi Year	\$0	\$0	\$0	\$258,276	(258,276)
Interest on Investment	\$0	\$0	\$0	\$532	(532)
Miscellaneous					
TOTAL RECEIPTS	\$0	\$0	\$0	\$258,808	(258,808)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	-
Ending Cash Balance	\$0	\$0	\$0	\$258,808	

City of Emporia, Kansas

Bond & Interest Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$883,335	\$1,328,355	\$1,328,355	\$1,340,015	\$0
REVENUE					
Ad Valorem Property Tax	\$1,666,109	\$1,787,969	\$1,760,000	\$1,793,123	(33,123)
Back Tax Collection	\$30,394	\$40,000	\$35,500	\$41,867	(6,367)
Special Assessments	\$115,984	\$78,252	\$78,252	\$82,354	(4,102)
Motor Vehicle Tax	\$207,641	\$191,884	\$191,884	\$171,921	19,963
Ad Valorem Tax Reduction	-\$20,142	-\$20,000	-\$20,000	-\$19,552	(448)
Interest on Investment	\$951	\$700	\$638	\$9,028	(8,390)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvem	\$49,050	\$47,700	\$47,700	\$47,700	0
Recreation Center - Fitness Room	\$50,220	\$50,960	\$50,960	\$50,960	0
Industrial Land Payment - Ind Sales Tax		\$0			0
Sale of Bonds		\$0		\$3,666,943	(3,666,943)
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous		\$0		\$31	(31)
Transfer of Funds from Project Accounts		\$0		\$21,808	(21,808)
TOTAL RECEIPTS	\$2,100,206	\$2,177,465	\$2,144,934	\$5,866,183	
EXPENDITURES					
Principal	\$1,410,000	\$1,758,506	\$1,758,506	\$1,455,000	303,506
Interest Coupons	\$233,526	\$204,500	\$204,500	\$204,500	0
Transfer of funds				\$3,666,943	
Misc projects		\$1,542,814	\$0		
TOTAL EXPENDITURES	\$1,643,526	\$3,505,820	\$1,963,006	\$5,326,443	303,506
Ending Cash Balance	\$1,340,015	\$0	\$1,510,283	\$1,879,754	

Equipment Reserve Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	
REVENUE					
Transfer from other funds	\$0	\$0	\$0	\$334,000	(334,000)
Interest on Investment	\$0	\$0	\$0	\$688	(688)
Miscellaneous					
TOTAL RECEIPTS	\$0	\$0	\$0	\$334,688	(334,688)
EXPENDITURES					
Capital Outlay		\$0			-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	-
Ending Cash Balance	\$0	\$0	\$0	\$334,688	

Water Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,620,859	3,246,622	1,676,012	3,246,907	0
REVENUE					
Sale of Water	7,009,923	6,588,000	6,039,000	6,352,098	(313,098)
Service Charge	113,879	100,000	91,663	95,333	(3,670)
Penalties	90,357	85,000	77,913	84,070	(6,157)
Sale of Salvage		0			0
Reimbursed Expense	24,076	2,000	1,837	6,727	(4,890)
Interest on Investment	2,176	1,300	1,507	16,205	(14,698)
Sale of Bonds		0		1,550,000	(1,550,000)
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	911,242			2,260,381	(2,260,381)
Non Operating Revenue	0	0		0	0
Miscellaneous	1,123	1,350	913	2,552	(1,639)
TOTAL RECEIPTS	8,502,776	7,127,650	6,562,833	10,717,366	(4,154,533)
EXPENDITURES					
Personnel Services	967,937	935,665	827,805	902,036	(74,231)
Vacancy		(20,384)			0
Maintenance & Repair	832,844	644,550	536,404	1,022,721	(486,317)
Commodities	1,176,555	903,000	894,435	1,294,074	(399,639)
Other Charges	179,576	217,070	180,554	216,523	(35,969)
Capital Outlay	107,207	555,000	555,000	119,123	435,877
Debt Payment	1,490,051	2,464,403	2,534,152	1,569,165	964,987
Stock	672	5,000	4,587	11,180	(6,593)
Transfer to Project Account	953,933	0		3,829,181	(3,829,181)
Utilities	530,136	502,850	460,944	658,553	(197,609)
Communications	28,434	45,100	41,349	28,860	12,489
Travel & Training	6,287	13,450	12,331	14,787	(2,456)
Contractual Services	475,704	585,700	555,951	835,572	(279,621)
Administrative Fee 16%	1,155,328	1,083,680	993,377	1,146,045	(152,668)
Excess Carryover		0			
Change in Liabilities	(27,936)	0		(419,918)	419,918
Outstanding PO's	0				
TOTAL EXPENDITURES	7,876,728	7,935,084	7,596,889	11,227,902	(3,631,013)
NET CHANGE IN CASH	626,048	(807,434)	(1,034,056)	(510,536)	(523,520)
ENDING CASH BALANCE	3,246,907	2,439,188	641,956	2,736,371	
Principal Bond Payments	(1,155,000)	(2,005,283)	(2,005,283)	(1,210,000)	
Depreciation	1,399,907	1,365,000	1,251,250	1,195,102	
Capitalized Assets	(4,498,277)	(555,000)	0	(104,150)	
Liabilities					
ADJUSTMENTS	(4,253,370)	(1,195,283)	(754,033)	(119,048)	
Base for reserve calculation	6,815,589	7,380,084	7,041,889	7,279,597	
20% reserve amount	1,363,118	1,476,017	1,408,378	1,455,919	
Amount over 20% reserve	1,883,789	963,171	(766,422)	1,280,451	

Wastewater Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,616,764	2,302,873	2,010,106	2,351,302	
REVENUE					
Sales/Charges	5,604,381	5,530,808	5,069,900	5,632,311	(562,411)
Extra Strength Surcharge	123,584	75,900	69,564	148,361	(78,797)
Interest on Investment	1,708	1,000	913	10,262	(9,349)
New System taps	1,300	1,000	913	200	827
Loss on sales of assets	0			0	
Trf to projects	349,769	0		0	0
Sale of Bonds				1,430,000	(1,430,000)
Miscellaneous	39,990	1,000	913	148,325	(147,412)
TOTAL RECEIPTS	6,120,732	5,609,708	5,142,203	7,369,460	(2,227,143)
EXPENDITURES					
Personnel Services	841,257	939,942	833,417	923,532	(90,115)
Vacancy	0	(16,218)		0	0
Maintenance & Repair	444,900	298,250	273,405	825,238	(551,833)
Commodities	220,944	156,000	151,326	404,922	(253,596)
Other Charges	153,916	185,100	175,860	164,845	11,015
Capital Outlay	56,245	480,000	480,000	512,285	(32,285)
Debt Payment	2,562,638	2,830,993	2,844,814	2,525,432	319,382
Transfer to Project fund	617,004	0	0	1,445,000	(1,445,000)
Utilities	549,126	521,500	478,038	560,423	(82,385)
Communications	22,222	28,350	14,993	19,827	(4,834)
Travel & Training	4,069	6,600	6,050	13,193	(7,143)
Contractual Services	302,876	267,450	245,872	365,700	(119,828)
Administrative Fee flat	610,000	610,000	559,163	610,000	(50,837)
Excess Carryover		0	0		
Change in Liabilities	996	0		(334,600)	334,600
Outstanding PO's	0				
TOTAL EXPENDITURES	6,386,194	6,307,967	6,062,938	8,035,794	(1,972,856)
NET CHANGE IN CASH	(265,462)	(698,259)	(920,735)	(666,334)	(254,287)
ENDING CASH BALANCE	2,351,302	1,604,614	1,089,371	1,684,968	
Depreciation	2,014,563	2,035,205	1,865,611	1,736,773	
Principal Bond Payments	(1,981,720)	(1,945,299)	(1,945,299)	(1,945,299)	
Capitalized Assets	(429,599)	(195,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(396,756)	(105,094)	(79,688)	(208,526)	
Base for reserve calculation	5,712,944	5,827,967	5,582,938	6,078,509	
20% Cash Reserve amount	1,142,589	1,165,593	1,116,588	1,215,702	
Amount over 20% Cash Reserve	1,208,713	439,021	(27,217)	469,266	

Solid Waste Fund

as of November 30 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Nov Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,853,256	3,428,906	2,441,855	4,002,114	
REVENUE					
Refuse Collection Fees	2,964,876	2,850,000	2,612,500	2,721,518	(109,018)
Loss on Sale of Assets		0			0
Interest on Investments	2,276	1,500	1,375	19,981	(18,606)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	181,252	70,000	64,163	197,497	(133,334)
Box Container Fees	1,936,847	1,700,713	1,558,986	1,916,238	(357,252)
Landfill Fees	537,818	515,000	472,087	529,365	(57,278)
Transfers		0			0
Miscellaneous	18,999	4,768	4,730	23,243	(18,513)
TOTAL RECEIPTS	5,642,068	5,141,981	4,713,841	5,407,842	(694,001)
EXPENDITURES					
Personnel Services	1,856,088	1,951,426	1,695,751	1,748,911	(53,160)
Vacancy		(37,124)			0
Maintenance & Repair	283,052	268,500	246,114	297,333	(51,219)
Commodities	330,432	279,500	256,245	348,801	(92,556)
Other Charges	59,078	195,230	155,894	100,612	55,282
Capital Outlay	481,908	648,250	648,250	843,239	(194,989)
Transfer to Project				44,000	(44,000)
Utilities	41,521	49,850	45,683	41,783	3,900
Communications	37,874	41,500	38,038	37,351	688
Transfer to project		0			0
Travel & Training	1,607	8,750	8,030	4,725	3,305
Contractual Services	1,428,981	1,743,600	1,599,037	1,513,061	85,976
Administrative Fee 16%	870,040	810,514	742,973	901,584	(158,611)
Excess Carryover		0			
Change in Liabilities	102,630	0		(4,273)	4,273
Outstanding PO's	0				
TOTAL EXPENDITURES	5,493,210	5,959,996	5,436,015	5,877,127	(441,112)
NET CHANGE IN CASH	148,859	(818,015)	(722,174)	(469,285)	(252,889)
ENDING CASH BALANCE	4,002,114	2,610,891	1,719,681	3,532,829	
Principal Payments	0	0	0	0	
Depreciation	392,526	375,000	343,750	362,042	
Capitalized Assets	(467,157)	(618,250)	0	(6,433)	
Change in Liabilities		0			
ADJUSTMENTS	(74,630)	(243,250)	343,750	355,609	
Base for reserve calculation	5,011,302	5,311,746	4,787,765	5,033,888	
20% cash reserve amount	1,002,260	1,062,349	957,553	1,006,778	
Amount over 20% Cash Reserv	2,999,854	1,548,542	762,128	2,526,052	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of November 30 2022
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						17,810,007	18,604,219	
COMMISSION/MANAGER/CLERK	4,282,246	1,085,683.44	3,196,563	25%	19.19%	3,418,549	3,570,994	2,485,311
FINANCE/HUMAN RESOURCES	441,186	293,825.53	147,360	67%	1.98%	352,202	367,908	74,082
INFORMATION SYSTEMS	333,501	295,644.78	37,856	89%	1.49%	266,236	278,109	(17,536)
POLICE PROTECTION	4,353,087	3,550,438.76	802,648	82%	19.51%	3,475,101	3,630,069	79,630
ANIMAL CONTROL	207,248	154,992.71	52,255	75%	0.93%	165,448	172,826	17,833
FIRE PROTECTION	2,923,943	2,349,216.64	574,726	80%	13.11%	2,334,205	2,438,296	89,079
AMBULANCE SERVICE	3,357,400	2,604,529.92	752,870	78%	15.05%	2,680,237	2,799,759	195,229
CODE SERVICES	465,806	462,846.23	2,960	99%	2.09%	371,856	388,439	(74,407)
COMMUNITY DEVELOPMENT	362,938	256,173.12	106,765	71%	1.63%	289,736	302,656	46,483
COURT SERVICES	605,905	463,461.65	142,443	76%	2.72%	483,698	505,268	41,807
ENGINEERING	491,638	382,762.29	108,876	78%	2.20%	392,478	409,980	27,218
STREET MAINTENANCE	0	0.00	0	#DIV/0!	0.00%	0	0	0
SNOW REMOVAL	58,000	34,291.50	23,709	59%	0.26%	46,302	48,367	14,075
GOLF COURSE MAINTENANCE	452,827	435,443.32	17,384	96%	2.03%	361,495	377,616	(57,828)
GOLF SHOP	320,713	323,774.72	(3,062)	101%	1.44%	256,028	267,445	(56,330)
PARK	1,016,913	826,069.58	190,843	81%	4.56%	811,809	848,011	21,941
AQUATIC CENTER	159,700	57,924.63	101,775	36%	0.72%	127,490	133,175	75,250
ZOO	594,866	574,308.74	20,557	97%	2.67%	474,886	496,063	(78,246)
CIVIC BUILDING OPERATIONS	852,311	615,453.63	236,857	72%	3.82%	680,406	710,748	95,294
LIBRARY MAINTENANCE	70,435	91,276.94	(20,842)	130%	0.32%	56,229	58,736	(32,541)
GROUNDS MAINTENANCE	101,381	47,418.30	53,963	47%	0.45%	0	84,542	37,124
CONCESSION STAND	78,201	57,947.47	20,254	74%	0.35%	62,428	65,212	7,265
SHOP MAINTENANCE	115,389	28,783.47	86,606	25%	0.52%	92,116	96,224	67,440
STREET LIGHTING	335,000	283,134.19	51,866	85%		0	0	
MISC APPROPRIATIONS	92,950	88,025.83	4,924	95%		0	0	
AIRPORT	634,977	723,503	(88,526)	114%	2.85%	506,907	529,512	(193,991)
PARKING FACILITY	29,100	8,573	20,527	29%	0.13%	23,231	24,267	15,694
TRANSERS	3,548,107	3,686,043	(137,936)	104%		0	0	
CONTINGENCY	-258,532		(258,532)	0%		0	0	0
GENERAL FUND	26,027,236	19,781,546	6,245,690	76%	100.00%	17,729,074	18,604,219	
	22,309,711							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30 2022
 EXPENSES FOR WATER FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,464,403	370,344	2,094,059	15%
ADMINISTRATION	3,461,067	3,005,442	455,625	87%
WATER MAINTENANCE	1,379,672	3,987,539	(2,607,867)	289%
WATER PLANT	3,434,942	4,162,447	(727,505)	121%
WATER STOCK	5,000	51,405	(46,405)	1028%
	<u>10,745,084</u>	<u>11,577,177</u>	<u>(832,093)</u>	<u>15</u>
Capital Outlay				
Water Distribution	\$50,000	50,000	Replace 1 Ton truck w Auto Crane (split with Sewer)	
Water Distribution	\$15,000	15,000	1/2 Ton Pickup (2001) Split with Sewer	
Water Distribution	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Sewer)	
Water Plant	\$30,000	24,850	4 SCBA Units, Cylinders and face masks	
Water Plant	<u>\$400,000</u>		Clarifier Upgrade or Water Plant Evaluation	
	555,000	89,850		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30 2022
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

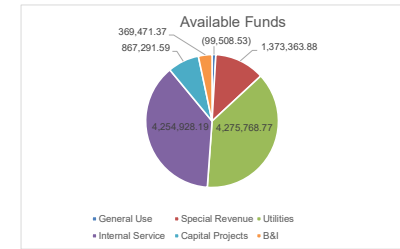
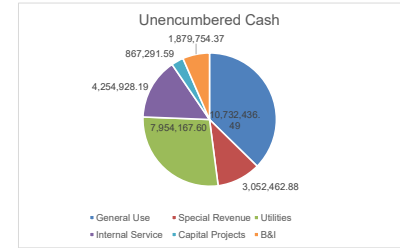
	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,830,993	590,574	2,240,419	21%
ADMINISTRATION	1,908,109	2,292,393	(384,284)	120%
SEWER MAINTENANCE	1,295,037	2,159,136	(864,099)	167%
SEWER PLANT	2,849,033	3,269,421	(420,388)	115%
	<u>8,883,172</u>	<u>8,311,523</u>	<u>571,649</u>	<u>4</u>
Capital Outlay				
Sewer Maintenance	\$50,000	50,000	Replace 1 Ton truck w Auto Crane (split with Water)	
Sewer Maintenance	\$80,000	32,612	Replace Lift Station #3	
Sewer Maintenance	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Water)	
Sewer Maintenance	\$15,000	15,000	1/2 Ton Pickup (2001) Split with Water	
Waste Water Plant	\$25,000		Replace John Deere Gator (2013)	
Waste Water Plant	\$50,000		Replace metal siding/roof on storage building	
Waste Water Plant	\$20,000		John Deere 725 Mower (2004)	
	<u>300,000</u>	<u>97,612</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30 2022
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,013,208	1,141,938	1,871,270	38%
COLLECTIONS	2,375,745	2,974,101	(598,356)	125%
TRANSFER STATION	1,611,435	1,619,945	(8,510)	101%
RECYCLING CENTER	716,358	501,520	214,838	70%
	<u>7,716,746</u>	<u>6,237,503</u>	<u>1,479,243</u>	<u>3</u>
Capital Outlay				
Collections	\$200,000	228,107	Roll-Off Truck replacement (2011)	
Collections	\$165,000		Grapple Truck with Dump Bed	
Recycling Center	\$24,250		Skid Mounted Litter Vacuum	
Recycling Center	\$44,000	44,000	1 ton pickup, dual wheels, regular cab (2012)	
Transfer Station	\$65,000		Design & Preliminary Work for Revisions to tipping box	
Transfer Station	\$150,000		Tandem Axle Dump truck (1992)	
	<u>\$648,250</u>	<u>272,107</u>		

City of Emporia
Unencumbered Cash Report
as of November 30 2022

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	7,409,129.83	4,956,293.87	2,452,835.96	General Use	10,732,436.49	37.34%
102 Multi Year Fund	3,323,306.66	5,875,651.15	(2,552,344.49)	Special Revenue	3,052,462.88	10.62%
201 Library Fund	-	-	-	Utilities	7,954,167.60	27.68%
203 Convention & Tourism Fund	863,130.90	603,912.00	259,218.90	Internal Service	4,254,928.19	14.80%
204 Industrial Fund	21,211.76	19,940.00	1,271.76	Capital Projects	867,291.59	3.02%
205 Industrial Dev Sales Tax Fund	1,244,760.65	376,253.00	868,507.65	B&I	1,879,754.37	6.54%
206 Special Alcohol Fund	97,657.80	72,928.00	24,729.80		28,741,041.12	
207 Special Park & Recreation Fund	57,849.79	99,767.00	(41,917.21)			
208 Special Street Fund	367,836.41	434,367.00	(66,530.59)	Budget		
209 Drug Money Forfeitures Fund	83,699.99	71,932.00	11,767.99	General Use	(99,508.53)	
210 Storm Water Fund	258,807.73	-	258,807.73	Special Revenue	1,373,363.88	
214 911 Land/Wire Fees	4,247.18		4,247.18	Utilities	4,275,768.77	
216 RDA Housing Study	1,693.77		1,693.77	Internal Service	4,254,928.19	
218 Emergency Shelter Grant Fund	5,583.00		5,583.00	Capital Projects	867,291.59	
224 Fire Public Education	3,081.43		3,081.43	B&I	369,471.37	
225 Police Grants Fund	5,097.98		5,097.98			
227 Dare/Crime Prevention Fund	1,685.85		1,685.85			
240 Lake Kahola Fund	21.14		21.14			
251 Emporia Homeowner Repair	(45,437.61)		(45,437.61)			
252 2014 Housing Rehab	6,039.62		6,039.62			
253 SHIP 2017 Housing Grant	27.11		27.11			
254 2020 CDBG Rehab Grant	3,680.00		3,680.00			
260 Land Bank	67,759.41		67,759.41			
301 Bond and Interest Fund	1,879,754.37	1,510,283.00	369,471.37			
305 Equipment Reserve Fund	334,687.58	-	334,687.58			
401 Coronavirus Recovery Grant	3,420,983.90		3,420,983.90			
406 Internal Improvement Fund	5,092,014.15		5,092,014.15			
409 Water Treatment Plant Improvement	97,073.44		97,073.44			
413 Water Main Improvements	(602,563.67)		(602,563.67)			
415 Civic Auditorium Project Fund	116,593.02		116,593.02			
423 Airport Improvements Fund	(103,627.03)		(103,627.03)			
428 Park Improvements Fund	(2,242,756.69)		(2,242,756.69)			
441 Paving Projects Fund	(874,424.27)		(874,424.27)			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	(3,774,341.10)		(3,774,341.10)			
501 Water Utility Fund	2,736,370.64	641,956.00	1,280,451.20			
502 Sewer Fund	1,684,967.91	1,089,371.00	469,266.03			
503 Solid Waste Fund	3,532,829.05	1,719,681.00	2,526,051.54			
601 Worker's Comp Fund	2,154,683.31		2,154,683.31			
602 Health Care Fund	2,100,244.88		2,100,244.88			
708 Fire Insurance Proceeds	4,028.97		4,028.97			
	29,075,728.70					



	Actual Revenue	Budget Revenue	Difference
101 General Fund	22,620,262.59	21,099,106.00	(1,521,156.59)
102 Multi Year Fund	754,705.41	656,026.75	(98,678.66)
201 Library Fund	992,336.42	994,348.00	2,011.58
203 Convention & Tourism	\$843,754	\$626,600	(217,153.84)
204 Industrial Fund	1,288.73	1,130.00	(158.73)
205 Industrial Dev Sales Tax	1,851,121.28	848,151.00	(1,002,970.28)
206 Special Alcohol Fund	75,067.50	60,022.00	(15,045.50)
207 Special Park &	75,128.85	60,033.00	(15,095.85)
208 Special Street Fund	743,449.83	690,727.00	(52,722.83)
209 Drug Money Forfeitures	53,016.32	4,192.00	(48,824.32)
214 911 Land/Wire Fees			-
216 RDA Housing Study			-
218 Emergency Shelter			-
224 Fire Public Education			-
225 Police Grants Fund			-
227 Dare/Crime Prevention			-
240 Lake Kahola Fund			-
251 Emporia Homeowner			-
252 2014 Housing Rehab			-
253 SHIP 2017 Housing			-
254 2020 CDBG Rehab			-
260 Land Bank			-
301 Bond and Interest Fund	5,866,182.82	2,144,934.00	(3,721,248.82)
401 Coronavirus Recovery			-
406 Internal Improvement			-
409 Water Treatment Plant			-
413 Water Main			-
415 Civic Auditorium			-
423 Airport Improvements			-
428 Park Improvements			-
441 Paving Projects Fund			-
442 Construction Projects			-
444 Waste water			-
501 Water Utility Fund	10,717,365.65	6,562,833.00	(4,154,532.65)

COMMUNITY HOUSING BOARD MINUTES

P.O. Box 928, Emporia, KS 66801

620-343-4285

REGULAR MEETING 11:00 A.M. Conference Room 1 A/B November 10th, 2022

MEMBERS PRESENT: Lowery, Cunningham, Ogleby, Salazar and Dean

MEMBERS ABSENT: Hinkle and Morris

Also present were City staff: Jeff Lynch

- 1) The agenda was approved unanimously.
- 2) Reviewed minutes from the October 12th, 2022 meeting, approved unanimously.
- 3) Rental/ Vacant Property Registration- on the City Commission agenda for December 7th. Lynch reviewed the board's recommendations. For the rental program, no forced inspections, inspections based on complaints or requests. Lynch added the City is considering purchasing new software that will assist property owners to register their properties. Lynch will check if the item might be on the study session and keep the board updated.
- 4) Old Business- Cunningham asked what the proposed City MIH project was officially. Lynch said it is now 12 duplexes (24 units) on three or four parcels.
- 5) New Business-
 - a. Grant Directory- it was suggested to put this on a Word document. Some other useful info. may be needed such as income and other requirements, balance of grants/projects.
The current rehab grant waiting list and possible remedies to get thru it quicker.
 - b. The new vacant property improvement program was discussed. Lynch suggested this board be the review board for it. Lynch discussed the primary goals the City Commission laid out for the program including using qualified contractors and requiring quick occupancy. Lynch reviewed the application he proposed for the program. Interest has been received from about 14 owners for 21 properties to be considered for this program. Lowery mentioned some standards exist for certain loans dealing with health and safety that we may want to consider using. Lowery asked if we can find qualified owners to be able to pay for their portion of projects. Lynch responded, we will find out. Lowery asked if we could have a local lender or lenders come and discuss what they require for this type of project. FHA offers a 203k loan program, which requires a post-project appraisal. Pre-project appraisals are fairly common with renovation projects. Lynch asked what we can do to make our projects better for lenders or appraiser to work with. Lowery said clear work reports are

good. Cunningham added most of these houses won't have a current loan on them, and will most likely have at least \$50,000 in value. A good credit score (620+) and a job will also be required in order to get a loan to meet their financial requirement for this program. The members

- 6) Adjournment: Motion to adjourn by Ogleby, seconded by Cunningham, passed unanimously.

Next Meeting Scheduled: December 1st, 2022



EMPORIA LAND BANK **MINUTES**

MEETING TIME: 10:00 A.M.

November 10th, 2022

City conference Room 1 A/B

MEMBERS PRESENT: Lowery, Dean, Salazar, Cunningham, and Ogleby

MEMBERS ABSENT: Hinkle and Morris

Also present were- City staff: Jeff Lynch and Moriah Keen

- 1) The agenda was approved unanimously.
- 2) Minutes from the October 12th, 2022 meeting were approved unanimously.
- 3) Treasurer Report- Lynch reported the unencumbered balance is \$59,632.59
- 4) Old Business-
 - a. Lynch said that he received a letter from IRS explaining that a different form was required to apply for lien release on 417 State St.. He will attempt to get more info. and file the new form. 748 W. 4th is scheduled for a zoning change hearing at the November Board of Zoning Appeals meeting to get approval to rezone from residential to industrial. If approved, then the sale can close.
- 5) New Business
 - a. Vacant Property Improvement Program- Lynch outlined the program presented and approved by City Commission, and described the portion the Land Bank had the option to utilized. Land Bank may utilize up to \$25,000 to purchase and rehab or demolish vacant property.
 - b. A draft of flyer Lynch made for educating the public about the Land Bank was reviewed. Input was made to make it more attractive and better explain our mission.
 - c. Review Urbanside Park Letter- Lowery wanted to revise by adding several items such as maps to show potential boundaries and number of lots. He will work on it and submit to Lynch for submittal to City.
- 6) A motion was made for adjournment, seconded, and passed unanimously. Next meeting will be on December 1st, 2022.

Emporia Human Relations Commission Meeting Minutes

DATE: October 17, 2022
TIME: 5:30 p.m.
PLACE: City Conference Room 1 A/B, 516 Mechanic St. (west of gymnasium)

COMMISSIONERS PRESENT: Akins, Hunter, H. Clark, E. Johnson, Larson, Van Gundy

COMMISSIONERS ABSENT: Miller, A. Clark, Taylor-Williams, M. Johnson

CITY STAFF PRESENT: Jeff Lynch, Moriah Keen

Meeting was called to order by Vice Chair Akins.

1. A motion to approve the agenda for the meeting was made, seconded and passed unanimously.
2. A motion to approve the minutes from the meeting held on September 19, 2022 was made, seconded and passed unanimously.
3. Commissioner Comments/Questions/Complaints/Updates
 - a. Accessibility/Discrimination Issues- Hunter asked Lynch if he has received any complaints. Lynch stated that there was a job discrimination inquiry last month. Lynch transferred them to the State Agency. Hunter was wondering about HRC's roles in a job discrimination inquiry. Lynch said in the past, HRC would do an investigative hearing. A few of the members would be a subgroup and interview both parties. Currently the City does not want to pursue investigative hearings, and refer these inquiries to the Kansas Human Rights Association. E. Johnson asked if there are reasons why the City does not want to have investigative hearings. Lynch stated the reason is the lack of staffing. The City needs a full time employee with training or experience. Akins said it would be nice to have someone that is bilingual and has technology experience. Members Larson, E. Johnson, Van Gundy are confused about what power the HRC has in the City. Lynch will ask the City Commission or Management about providing us with guidance on HRC roles. The HRC would like to schedule a study session with the City Commission on November 16th. Lynch requested the board to individually email him the questions they want to ask the City Commission by Friday, October 21st. Lynch will make a request to the City Commission for HRC to be added to the November 16th meeting. Hunter asked if the city has archival minutes from the original meetings to see what scope they were doing. Lynch said if we do, the minutes will be in the City Clerk's office.
4. Projects
 - a. Handicap Accessibility Map- Lynch said Keen called Chamber of Commerce and advised her to contact Lelan when he gets back from vacation.
 - b. Housing Seminar- Lynch said he wants to focus on a housing seminar in March or April. He believes that it might be a better timing to have a housing seminar

shortly before the house-hunting season. The Housing Seminar could be in Conference Room 1A/B and will include a zoom option. Hunter added that Christine might be interested in making a YouTube video and post the video on social media.

- c. Strategic Plan for Integrating Diverse Population Groups- Lynch asked HRC if they would like to contribute with implementing a strategic plan. Hunter believes it would take a committee 3 times the size of our board to even start implementing a strategic plan. Larson said that he interpreted that Lelan would lead the strategic plan, he was inviting HRC to be a part of the steering committee. Johnson mentioned the next step should be to have Lelan participate in another meeting to get questions answered. Larson mentioned that it would be beneficial if we get someone in City Management to be on the committee or steering committee. Lynch will ask Lelan to attend one of our meetings.
5. Review and Consider approval for a Letter of Support for the Recreational Trails Grants (RTP)- Lynch said Keen made a draft for a letter of support for the Recreational Trails Grants to update the trail in the back of PAROC. **E. Johnson made a motion to approve the letter. Larson seconded. Approved 6-0.**
6. Old Business- There was no old business mentioned.
7. A motion to adjourn was made, seconded and passed unanimously.

Next meeting will be held on Monday, November 21st, 2022 at 5:30 p.m.



December 8, 2022

Dear Christina,

We want to take a moment to inform you of an upcoming change in serviceability to a portion of ValuNet customers.

Effective Feb. 28, 2023, 26 residential customers located in Heartland and West Hill Mobile Parks, who are currently on our network, will no longer be eligible to receive services from ValuNet.

Since ValuNet joined the Cable One family of brands in 2020, we have made every effort to transition former Sparklight customers to the ValuNet network. To date, we have successfully transitioned more than 1,800 residential and business customers. Unfortunately, we are unable to service these 30 customers from the ValuNet network at this time and the plant they are currently serviced by will be decommissioned.

We will be providing these customers with 60 days' notice of this change and additional reminders, which will include information regarding alternative service providers available in their area. We regret any inconvenience this may cause these customers and will do all we can to ensure a smooth transition.

We value our relationship with the City of Emporia, and we will continue to provide our customers with the highest level of reliability and customer care.

Please feel free to contact us with any questions or concerns you may have. We look forward to our continued partnership.

Sincerely,

Jelinda Watts
Director, Customer Care
ValuNet Fiber
2914 W. US 50
Emporia, KS 66801
jelinda@myvalunet.com

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, December 7, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, Harter and Sauder present. 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 state your name and address prior to making comments.

Mayor Smith introduced Pauline Stacchini, Director of the Emporia Public Library.

**INDUSTRIAL REVENUE BONDS
(12 Residential Duplexes by Capital Holdings, LLC)
(Resolution Number 3685)**

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated at a previous Commission Meeting a resolution was approved authorizing an application for the Moderate Income Housing Grant in the amount of \$650,000.00 from the Kansas Housing Resources Corporation. He stated the adoption of the proposed resolution is the first step in the eventual issuance of industrial revenue bonds in the amount of \$3,500,000.00 for the purpose of purchasing, acquiring, constructing, furnishing and equipping twelve (12) residential duplexes containing 24 apartments located 412 E. 12th Avenue; 416 E. 12th Avenue; 1128 Union; 1106 Mechanic and 1110 Mechanic in the City of Emporia, Kansas. The proposed residential duplexes will help meet the adopted City goals for 2022-2023 to expand housing opportunities for new construction. The bond financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy. The City is not liable for the principal or interest on the

bonds under Kansas Statutes. He stated staff is recommends approval of Resolution Number 3685 regarding the intent to issue Industrial Revenue Bonds (IRB's) for Capital Holdings, LLC.

Commissioner Giefer made a motion to approve Resolution Number 3685 regarding the intent to issue Industrial Revenue Bonds (IRB's) in the amount of \$3,500,000.00 for Capital Holding, LLC. Commissioner Harter seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

CITY COMMISSION
(Whittier Tract - Mahtropolis Addition)
(Development Agreement for RHID Project)

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated the Development Agreement is a requirement of the City's Housing Policy. The Agreement was developed with Gilmore and Bell and the developers' representatives. The Agreement details the responsibilities of the City and Developer with regard to the 27 lot subdivision. He stated within the Agreement the Developer provides a specific amount of a financial guarantee to the City that are contingent upon development performance. Also included are the fiscal commitments of the city. Article V of the Development Agreement contains the priorities for the reimbursement of RHID funds. He stated the City is not responsible for private infrastructure improvements that includes electric, gas, telephone and cable/fiber services. The City will issue general obligation bonds in an estimated amount of \$1,057,000 for water, sewer, street and drainage improvements. The City's financial obligations, bond payment, are in first position once the RHID revenue begins to occur as stated in the Development Agreement under Article V. He stated staff is recommending accepting the Development Agreement for Mahtropolis RHID Project.

Commissioner Sauder made a motion to approve the Development

Agreement for Mahtropolis RHID Project. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Smith, aye.

SOLID WASTE
(Review 2021 Annual Solid Waste Management Plan)
(Resolution Number 3684)

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated KDHE Regulation and State Statute require an annual review and 5-year updates to the current Solid Waste Management plan. This is the annual review which has been reviewed and approved by the Solid Waste Management Planning Committee at the annual meeting held November 10, 2022. This review is for Chase County, Lyon County and the City of Emporia. He stated staff recommends formal approval of the resolution the 2021 Solid Waste Management Plan to be submitted to Kansas Department of Health and Environment.

The Commission reviewed and suggested minor changes to the plan.

Commissioner Brinkman made a motion to approve Resolution Number 3684, a resolution relating to the annual review of the 2021 Solid Waste Management Plan of Chase County, Lyon County and the City of Emporia with changes noted. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

WATER MAINTENANCE
(12th Avenue Elevated Storage Tank Maintenance)
(Request for Qualifications)

Dean Grant, Public Works Director, was recognized and addressed the Governing Body. He stated in October 2021, staff utilized the services of KLM Engineering to inspect the 1,000,000

gallon elevated storage tank located in the 800 block of 12th Avenue. The elevated storage tank was completed in 1989 and has not had any substantial work or repairs to the structure for 33 years. He stated the inspection found that the tank is in need of some structural repairs and a new interior and exterior coating to protect the structure. In addition, the tank will have a mixer installed to improve water quality, upgraded interior lighting, tank ventilation and repair or upgrades to various safety features. The estimated cost for the maintenance and repairs is \$1,200,000.00. Costs will be bonded and paid from the Water Fund. He stated staff is recommending a Request for Qualifications for the maintenance of the 12th Avenue elevated storage tank.

Commissioner Giefer made a motion to approve a Request for Qualifications for the maintenance of the 12th Avenue elevated storage tank. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

CITY MANAGER'S COMMUNICATIONS

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

The demolition costs of Hornet's Point apartment building was certified to the County and placed on the tax roll for collection.

October Budget.

MUPP Board Minutes.

Community Housing Board Minutes.

Emporia Human Relations Commission Meeting Minutes.

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on November 16, 2022.
- b. Ratification and approval of Payroll Ordinance for the period ending on November 23, 2022.
- c. 2022 Year-end Charge Offs.
- d. Change Order No. 1 for KDOT CCLIP Surface Preservation Project No. PV2201.
- e. Real Estate Purchase Agreement for 1542 South Highway 99.

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

CITY COMMISSION (City Manager's Report)

This is a verbal report that announces upcoming events, recognizes employees for outstanding contribution and provides the public information that may be of a general interest. The following information was presented at the meeting:

At the time this Agenda was prepared, the following items were in the works:

Special Commission Meeting December 12, 2022 at 11:00 a.m.

Executive Session.

Public Hearing for CDBG Downtown Commercial Rehabilitation Application 517 Merchant.

Approve updates to the Housing Development and Rural Housing Incentive District Policy.

Tentative Agenda for December 21, 2022, 11:00 a.m.

- Approval of 2023 Maintenance Contract with Emporia Public Library.
- Boundary Resolution.

- Public Hearing to Amend 2022 Budget.
- Ordinance to Amend 2022 Budget.

Study Session:

Discuss Legislative Policy.
Discuss Mowing Procedure.
Discuss Rates.
Discuss Implementation of Rental Registration and Revision of Current Vacant Property Ordinance.
Discuss Revision of Human Relations Commission Ordinance.
Request from Land Bank Urbanside Park Property.

CITY COMMISSION
(Public Comment)

This is the time for Mayor and City Commissioners to make comments and reports to the public. No comments were made at this time.

EXECUTIVE SESSION

Commissioner Sauder made a motion to adjourn into Executive Session to discuss personnel matters of non-elected personnel, and invite City Manager Trey Cocking when asked, from 11:25 a.m. to 11:45 a.m., in the City Commission Meeting Room. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Upon reconveying the meeting in Regular Session at 11:45 a.m., this same date, in the City Commission Meeting Room, Commissioner Brinkman 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 Brinkman, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Upon reconveying the meeting in Regular Session at 11:55 a.m., this same date, in the City Commission Meeting Room, Mayor Smith

stated they had discussed personnel matters of non-elected personnel and the following action was taken.

Commissioner Harter made a motion to give a 4% one time bonus to City Manager Cocking and as well as a \$1,670.00 bonus for all qualified employees and pro-rate a one time bonus for hourly part-time employees, all of this to be done before the end of 2022. Commissioner Brinkman seconded the motion.

Commissioner Sauder thanked City Manager Cocking for his first year of service to the City of Emporia and all city staff for all the hard work to help keep the City running. The vote follows: Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

Commissioner Sauder made a motion to recess the meeting to 12:15 p.m., in City Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; and Mayor Smith, aye.

The following items were discussed at Study Session:

1. Carnegie Building Discussion.
2. Skate Park Update.
3. RFP for Compensation Study.
4. Proposed Changes to Housing Development and Rural Housing Incentive District Policy.
5. Permit and Inspection Fee Increase.

STUDY SESSION:

Carnegie Building Discussion.

Jim Ubert, City Engineer, stated he had preliminary estimates and conceptual drawings of the Carnegie building area for a parking lot and/or green space for future use. Costs would include demolition of the building and a new parking lot; demolition of the building and grading of land to return area into green space; and another option for demolition of building and then a terraced green space with a possible stage area that could be utilized.

It was the consensus of the Commission that the City retain ownership of the Carnegie Building and not sale the building.

Commissioner Brinkman made a motion to reject the current offer to purchase the Carnegie Building from Cassie and Jason Heffron. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

RFP for Compensation Study.

City Manager Cocking stated there were two firms that submitted RFP for the compensation study. One from CBIZ Compensation Consulting in the amount of \$95,000.00 and the other from The Arnold Group in the amount of \$79,500.00. Both companies were interviewed and are well qualified. References were checked for both firms with high recommendations for The Arnold Group. He stated staff was recommending the Compensation Study for the City of Emporia in the amount of \$79,500.00.

Commissioner Brinkman made a motion to accept the proposal for a compensation study from The Arnold Group the amount of \$79,500.00. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

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

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

**SPECIAL
COMMISSION MEETING**

11:00 A.M.

DECEMBER 12, 2022

The Governing Body of the City of Emporia, Kansas, met in Special Session, Monday, December 12, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, Harter, and Sauder present. Also present were City Manager Cocking, City Clerk Sull and City Attorney Montgomery.

EXECUTIVE SESSION

Commissioner Sauder made a motion to adjourn into Executive Session to discuss proprietary information of a third party relating to a potential economic development project, and invite Jeanine McKenna, President/CEO Emporia Area Chamber of Commerce, from 11:00 a.m. to 11:25 a.m., to resume in the City Commission Meeting Room. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Special Session, at 11:25 a.m., this same date, in the City Commission Meeting Room, Mayor Smith stated they had discussed proprietary information of a third party relating to a potential economic development project and no action was taken.

**CITY COMMISSION
(Kansas Department of Commerce)
(Small Cities Community Development Block Grant Program)
(Downtown Commercial Rehabilitation Application)
(Gazette Building Development, LLC
(517 Merchant Street)
(Public Hearing)**

Maria Cuevas, Governmental Assistance Services, was recognized and addressed the Governing Body. She stated a public hearing must be held to allow for comments before an application is submitted for a Community Development Block Grant (CDBG) for commercial rehabilitation for the building located at 517 Merchant Street. If the grant is awarded, the owners of the building will use the funds to rehabilitate the building to put it to its highest and best use.

Mayor Smith then declared the public hearing opened.

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

CITY COMMISSION
(Housing Development and Rural Housing Incentive District Policy)
(Policy Revisions)

City Manager Cocking stated the proposed revisions are due to changing economic conditions in the housing marking including the cost of materials, supply chain issues, and administrative matters related to Charter Ordinance No. 41 and input from citizens and developers. He stated the proposed changes were discussed and reviewed by the Commission and no other changes have been made. The policy should be reviewed on a biannual basis to insure its consistent with market conditions and the needs of the community. He stated staff was recommending approval of the policy revisions.

Commissioner Brinkman made a motion to approve the Housing Development and Rural Housing Incentive District Policy and discussed and reviewed. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

EXECUTIVE SESSION

Commissioner Harter made a motion to adjourn into Executive Session to discuss proprietary information of a third party relating to a potential economic development project, and invite Jeanine McKenna, President/CEO Emporia Area Chamber of Commerce, from 11:31 a.m. to 11:46 a.m., to resume in the City Commission Meeting Room. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Special Session, at 11:46 a.m., this same date, in the City Commission Meeting Room, Mayor Smith stated they had discussed proprietary information of a third party relating to a potential

economic development project and no action was taken.

Commissioner Giefer then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Brinkman, aye; and Mayor Smith, aye. Commissioners Harter and Sauder were not available at the time of adjournment.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: 2022 Boundary Resolution No. 3687
Proposed Agenda Date: December 21, 2022
Presented By: Jim Ubert, City Engineer

BACKGROUND:

There have been no annexations in 2022.

DISCUSSION:

The total area for the city limits is 7886.25 acres or 12.32 square miles.

FINANCIAL CONSIDERATIONS:

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve the Resolution No. 3687.

ATTACHMENTS:

Map and resolution

RESOLUTION NUMBER 3687

A RESOLUTION DESIGNATING THE BOUNDARY OF THE CITY OF EMPORIA, KANSAS; REPEALING RESOLUTION NUMBER 3624.

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

SECTION 1. The boundary of the City of Emporia, Kansas, shall be as hereinafter designated, to wit:

Beginning at a point on the South line of Section 15, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, said point being the intersection of the center line of the Cottonwood River and the said South line of Section 15; thence West on the South line of the Southwest Quarter of Section 15, Township 19S, Range 11E to the Southwest corner of Section 15, and the Southeast corner of Section 16; thence West on the South line of Section 16 to the present low water mark on the West bank of the Cottonwood River; thence in a Northeasterly and Easterly direction following the low water mark on the North and West bank of said Cottonwood River to the East line of Section 16, to a point 2215 feet, more or less, South of the Northeast corner of the Southeast Quarter of Section 16; thence North 313 feet more or less along the East line of Section 16; thence West 140 feet; thence North 65 feet; thence East 125 feet; thence North 71.91 feet; thence S88°34'59"W 425 feet; thence S01°01'50"E 30 feet; S88°34'59"W 140 feet; thence S01°01'50"E 40 feet; thence S88°34'59"W 105 feet; thence N57°40'13"W 257.41 feet; thence N01°01'50"W 107 feet; thence West on a line parallel to the North line of said Quarter 420 feet; thence North 330 feet; thence West on a line parallel to the North line of the Southeast Quarter, Section 16, Township 19S, Range 11E to the Southeast corner of Skinner's Addition, said corner being a point in the South line of the North Half of the Southeast Quarter of Section 16; thence West on said line to the Southwest corner of Stannard's Addition; thence continuing West on the South line of the North Half of the South Half of Section 16, Township 19S, Range 11E, to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 16; thence North along the West line of said Quarter Quarter to a point 230 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 16; thence West on a line 230 feet South of and parallel to the North line of the Southwest Quarter of said Section 16 1020.91 feet; thence S00°03'57"W (West line of said Southwest Quarter assumed North) a distance of 444.56 feet; thence S89°14'33"W a distance of 74.61 feet; thence South on a line 230 feet East of and parallel to the West line of said Quarter 121.55 feet; thence West on a line parallel to the North line of said Quarter 200 feet, said point being the East right-of-way line of Prairie Street; thence North on said East line 295 feet, said point being 500 feet South of and 30 feet East of the Northwest corner of said Southwest Quarter of Section 16; thence Northeasterly to a point 425 feet South of and 50 feet East of said Northwest corner; thence Northerly to a point 200 feet South of and 60 feet East of said Northwest corner; thence North 70 feet to a point 130 feet South of and 60 feet East of said Northwest corner; thence Northeasterly 57 feet to a point 75 feet East of and 75 feet South of the Northwest corner of the Southwest Quarter; thence North to a point 75 feet East of and 75 feet North of the Southwest corner of the Northwest Quarter of Section 16; thence S89°59'55"E 345 feet; thence Northwesterly 124.64 feet along an arc with a radius of 260.99 feet and a chord of 123.46 feet bearing N16°19'03"W; thence N29°59'55"W 163.62 feet; thence Northerly 63.34 feet along an arc with a radius of 120.99 feet and a chord of 62.62 feet bearing N15°00'05"W; thence N00°00'15"W 183.42 feet; thence Northwesterly 135.58 feet along an arc with a radius of 165.49 feet and a chord of 131.82 feet bearing N23°28'33"W; thence S89°59'55"E 1094.16 feet to the East line of the Southwest Quarter of said Northwest Quarter of Section 16; thence North on the said Quarter Quarter section line to the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way; thence West 1.25 miles on the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way to a point approximately 254 feet East of the West line of Section 17, Township 19S, Range 11E; thence in a Northwesterly direction along a 269.9 feet radius to a point 971.3 feet South and 60 feet East of the Northwest corner of the Northwest Quarter of said Section 17; thence North to a point 727.4 feet South and 60 feet East of said Northwest corner; thence Northerly 100 feet to a point 629 feet South and 78 feet East of said Northwest corner; thence North 596 feet to a point on the South road right-of-way line

of West 6th Avenue, said point being 33 feet South and 78 feet East of the Northwest corner of Section 17, said corner also being the Northeast corner of Section 18; thence Westerly along said South road right-of-way line to the intersection with the West Railroad right-of-way line of the BNSF North spur; thence Southerly along said Railroad spur right-of-way line to the North right-of-way line of the BNSF Railroad main East-West line; thence Westerly along said North Railroad main line right-of-way to the intersection with the West line of the Northeast Quarter of the Northeast Quarter of Section 18; thence Westerly along said North Railroad right-of-way 503 feet; thence N00°35'15"E 1119.55 feet to the South road right-of-way line of West 6th Avenue; thence Westerly along said South road right-of-way line to the intersection with the West line of the Northeast Quarter of Section 18; thence continuing West into the Northwest Quarter of Section 18 to a point 33 feet South and 30 feet West of the Northwest corner of said Northeast Quarter; thence Northerly 693 feet along a line 30 feet West of and parallel to the East line of the Southwest Quarter of Section 7; thence S89°17'26"W 690 feet; thence S00°41'59"W 660 feet; thence S89°17'26"W 555.80 feet to the Southwest corner of the East Half Southwest Quarter; thence N01°02'56"E 1309.33 feet; thence N01°51'55"E on said West line 658 feet; thence N89°24'37"W 117.06 feet to the Southeast right-of-way line of the Kansas Turnpike Authority; thence N29°49'39"E along said Kansas Turnpike Authority right-of-way line 450.7 feet; thence N07°55'46"E 208.5 feet to the South right-of-way line of US Highway 50; thence S89°30'00"E to the Southeast right-of-way line of the Kansas Turnpike Authority; thence Northeasterly along said Southeast right-of-way line of the Kansas Turnpike Authority to the South right-of-way line of 18th Avenue thence S89°11'27"W 99.0 feet; thence N29°03'22"E 69.19 feet; thence N89°11'27"E 99.0 feet to the East Kansas Turnpike Authority right-of-way; thence Northeasterly 1.15 miles along said Kansas Turnpike Authority East right-of-way line to its intersection with a line 30 feet North of the South line of Section 32, Township 18 South, Range 11E; thence East along the right-of-way line of 30th Avenue to a point 1371.51 feet East of and 30 feet North of the Southwest corner of said section 32; thence N01°32'09"E for a distance of 890.11 feet to the Kansas Turnpike right-of-way; thence Northeasterly along the East right-of-way of the Kansas Turnpike for a distance of 549.09 feet; thence; thence S01°31'38"E for a distance of 1277.38 feet; thence East on a line 30 feet North of and parallel to the said South line of said Section 32 to a point 17 feet East of the Southwest corner of the Southeast Quarter of said section; thence N00°07'45"W and parallel to the West line of said Quarter section 915 feet; thence S89°52'15"W for a distance of 20 feet; thence N15°34'18"W for a distance of 187.78 feet; thence N00°07'45"W for distance of 182 feet; thence N89°52'15"E for a distance of 70 feet; thence N00°07'45"W for a distance of 22 feet; thence N34°22'15"E 122 feet; thence N05°07'45"W 86 feet; thence N36°07'45"W 103.75 feet; thence N00°11'52"W 520.96 feet to the Kansas Turnpike Authority right-of-way; thence N45°08'35"E along said right-of-way 191.24 feet; thence S15°32'45"E 313.99 feet; thence S44°17'23"E 560.78 feet; thence S89°34'38"W 163 feet; thence S01°07'33"E 1517.66 feet to a point on the North line of 30th Avenue, said point being 30 feet North of and 490.42 feet East of the Southwest corner of the Southeast Quarter of Section 32; thence East 1358.5 feet on a line 30 feet North of and parallel to the said South line to a point 789.8 feet West of the East line of Section 32; thence N01°03'52"W 284.01 feet; thence N01°50'16"E 120.0 feet; thence N07°27'09"E 123.0 feet; thence N01°02'00"E 44.0 feet; thence S87°42'40"W 50.0 feet; thence N10°58'58"W 82.0 feet; thence N16°20'20"W 107.0 feet; thence N88°22'00"E 355.60 feet; thence North on a line parallel to the East line of said section to the center of the channel of the Neosho River; thence meandering along the center of said channel of said River and in a Northerly direction to a point on the North line of the Southeast Quarter of the Southeast Quarter of said section; thence East along said North line to a point 30 feet West of the Northeast corner of said Quarter; thence South along a line 30 feet West of and parallel to the East line of said Section 32, to a point 300 feet North of the South line of said Section 32; the same being the West line of Section 33; thence East 279.63 feet; thence S00°26'36"E for a distance of 300 feet to the South line of said section 33, the same being the North line of Section 4, Township 19S, Range 11E; thence S89°16'28"E 45.37 feet; thence S29°26'38"E 357.37 feet; thence S89°16'28"E 91.43 feet; thence N10°43'30"E 28.93 feet; thence N58°06'00"E 253.67 feet; thence S89°16'28"E 408.1 feet; thence S68°26'00"E 575.25 feet; thence S00°27'48"W 387.74 feet; thence S50°00'00"E 110.22 feet; thence S89°16'28"E 300 feet; thence S50°00'00"E 68.3 feet; thence S89°16'28"E 86.7 feet; thence N00°27'48"E to the center of the Neosho River; thence continuing down the center of the Neosho River in all its meanderings to a point 1180 feet North of and 920 feet West of

the Southeast corner of the Northeast Quarter of Section 4; thence in a Southeasterly direction approximately 570 feet to a point in the center of the Neosho River located 900 feet North of and 450 feet West of the Southeast corner of the Northeast Quarter of Section 4; thence following downstream along the center of the Neosho River to a point on the East line of said section, said point being 140 feet more or less South of the Northeast corner of the Southeast Quarter of said Section 4, said East line being the same as the West line of the Southwest Quarter of Section 3, Township 19 South, Range 11 East said point being 2478 feet North of the Southwest corner of said Quarter Section, said West line having an assumed bearing of S1°19'W; thence down the center of the Neosho River to a point 485.1 feet East and 293.7 feet South of the Northwest corner of said Quarter Section; thence on an assumed bearing of N40°35'E 162.1 feet to a point 587.7 feet East and 168.2 feet South of said Northwest corner; thence S71°40'E 572 feet; thence on a curve of 487.28 feet, radius to the left an arc distance of 489 feet with a chord which bears N79°35'E 468.8 feet; thence N50°50'E 99.2 feet; thence S29°10'E to the center of the Neosho River; thence down the center of said river to a point on the North line of the Southwest Quarter, said point being 571 feet more or less from the Northeast corner of the Southwest Quarter of said Section 3; thence continuing down the center of said river in the Northwest Quarter of Section 3 to a point on the East line of the Northwest Quarter, said point being 377 feet more or less North of the Southeast corner of the Northwest Quarter of said Section 3; thence continuing down the center of the Neosho River into the Northeast Quarter of said Section 3 to a point on the South line of said Northeast Quarter; thence continuing down the river as acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 22582 in the Southeast Quarter of said Section 3 to the West line of said Quarter Section 3; thence S35°27'E 805 feet more or less to the center of the original channel of the Neosho river; thence along the center of the original channel of the Neosho river, on a curve to the left having a radius of 559.07 feet with a chord that bears N60°44'39"E for an arc distance of 150.72 feet; thence continuing along the center of the original channel of the Neosho river, N42°27'29"E for a distance of 97.73 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 238.44 feet with a chord that bears S89°05'26"E for an arc distance of 260.32 feet; thence continuing along the center of the original channel of the Neosho river, S55°12'59"E for 84.21 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 475.41 feet with a chord that bears S36°20'39"E for an arc distance of 261.39 feet, more or less, to the center of the existing channel of the Neosho river; thence down the center of the existing channel of the Neosho river to the north line of the Southeast quarter of said Section 3; thence N88°50'14"E along the north line of said SE¼ for a distance of 358 feet, more or less, to the Northeast corner of said SE¼; thence S01°32'08"E along the East line of said SE¼ for a distance of 791 feet, more or less, to the center of the existing channel of the Neosho river; thence southerly along the center of the existing channel of the Neosho river to a point on the east line of said SE¼, said point being 743 feet, more or less, north of the Southeast corner of the SE¼ of said Section 3; thence S01°32'08"E along the east line of said SE¼ for a distance of 743 feet, more or less, to Southeast corner of said Section 3 being the same as the Northwest corner of the Northwest Quarter of Section 11; thence East to a point 1321.45 feet West of the East line of said Northwest Quarter; thence South to the North line of the South Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 11; thence East 659 feet, more or less, to the center line of Whittier Street; thence continuing East 30 to the Northwest corner of Lot 14, Goodrich Subdivision; thence continuing East along the North line of said Lot 14 to the Northeast corner; thence South along the East line to the Southeast corner of said lot; thence West along the South line to the Southwest corner of said lot; thence South to the Northwest corner of Sunflower Meadows Addition; thence Easterly to a point located S00°18'40"E 826.49 feet from the Northeast corner of the Northwest Quarter of Section 11; thence N89°06'36"E 1863.63 feet; thence S00°26'40"E 350 feet; thence S46°06'00"W 650 feet; thence N36°44'46"W 870.18 feet; thence S89°06'36"W to the East line of the Burlingame Road right of way approximately 830.85 feet; thence South along the East right of way line of Burlingame Road, said line being that acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 25582 (I-35 Highway Bypass); thence continuing along the North right of way of said I-35 Highway Bypass to a point 1640 feet North of the Southwest corner of Northeast Quarter of said Section 11; thence S88°50'E 40 feet; thence S1°10'E 862 feet; thence S68°57'E 938.6 feet; thence S80°57'E 940.3 feet to the Northerly right-of-way of the

ATSF Railway; thence continuing Southeasterly to a point on the Southerly right-of-way line of the ATSF Railway; thence S80°57'E 577 feet more or less to a point 188.6 feet North of the Southwest corner of the Northwest Quarter of said Section 12, said West line having an assumed bearing of N1°1'E; thence North along said West line 27.7 feet to a point 216.5 feet North of said Southwest corner of said Northwest Quarter of Section 12; thence S73°3'E 176.92 feet to a point 170 feet East of said West line of said Section 12; thence South parallel with the said West line 349.32 feet to a point in the Southwest Quarter of said Section 12, said point being 170 feet East and 181.84 feet more or less South of the Northwest corner of said Southwest Quarter of said Section 12; thence South on a line parallel to and 150 feet East of the East line of Weaver Street, to a point 726 feet North of the South line of Section 12; thence East to a point 330 feet East of the West line of said Section 12; thence North 264 feet; thence East 20 feet; thence North 330 feet; thence East 640 feet; thence South on a line 990 feet East of and parallel to the West line of said Section 12 to a point 990 feet East of and 371 feet North of the Southwest corner of said section; thence East 330 feet; thence North parallel with the East line of said Southwest Quarter of said Section 12 a distance of 563.8 feet to the South line of 50 Highway; thence Northeasterly along the South line of the Highway 50 right-of-way to a point 670.85 feet West of the East line of said Southwest Quarter of said Section 12; thence South parallel with the East line of said Southwest Quarter of said Section 12 to a point on the North right-of way line of E. 6th Avenue, said point being 670.85 feet West of the Southeast corner of the Southwest Quarter of said Section 12; thence East on the North line of 6th Avenue to a point 400 feet East of the West line of the Southeast Quarter of said Section 12; thence South 33 feet to the South line of said Southeast Quarter; the same being the North line of the Northeast Quarter of Section 13; thence South 50 feet; thence using state plane coordinates N89°04'28"E, parallel to and 50 feet South of the North line of Northeast Quarter of Section 13 135 feet; thence S07°38'00"W 319.04 feet; thence S55°04'20"W 62.3 feet; thence S19°58'08"W 134.49 feet; thence S75°53'58"E 178.05 feet; thence S06°36'45"E 144.47 feet; thence S12°40'48"W 228.56 feet; thence N63°10'24"W 210 feet; thence N82°35'06"W 150.68 feet; thence N72°37'51"W 60.87 feet; thence N82°05'19"W 126.65 feet to a point on the West line of the Northeast Quarter of Section 13, said point being S01°07'32"E based on State Plane coordinates 779.83 feet from the Northwest corner of the Northeast Quarter of Section 13; thence N01°07'32"W 167.81 feet; thence S33°48'40"W, using bearings from Belmont Mobile Home Park layout 215.86 feet; thence S51°31'53"W 180.6 feet; thence N45°00'00"W 157.5 feet; thence N51°47'53"W 192.84 feet; thence S84°27'55"W 126.34 feet; thence N52°24'24"W 46.1 feet; thence S71°17'21"W 119.81 feet; thence S10°17'59"W 285.67 feet; thence S06°21'37"E 41.41 feet; thence S58°52'23"W of 139.41 feet; thence on a curve to the left with a radius of 593.39 feet, an arc distance of 297.77 feet, chord being N45°30'08"W 294.65 feet; thence S30°07'18"W 163.39 feet; thence on a curve to the left having a radius of 430 feet and an arc distance of 276.96 feet, the chord being N78°19'50"W 272.2 feet; thence S83°27'35"W 600 feet; thence S89°18'42"W 480 feet to a point on the East line of Weaver Street; thence South 200 feet to a point 1264.35 feet South of and 25 feet East of the Northwest corner of the Northwest Quarter of section 13; thence East at right angles 835 feet; thence South at right angles to the North line of the Atchison, Topeka, and Santa Fe Railway; thence Northwesterly along said right-of-way line to a point 300 feet East of the West line of Weaver Street right-of-way; thence South to the South line of said Railway right-of-way; thence Southeasterly 0.5 mile along said right-of-way line to the East line of Sacred Heart Cemetery Road (Road M5); thence South along the East right of way line of said Road M5 (being 20 feet East of the Quarter Section line of said Section 13 to a point 20 feet East and 25 feet South of the Southeast corner of Southwest Quarter of said Section 13; thence West on a line parallel to and 25 feet South of the South line of said section 13, the same being the North line of Section 24, Township 19S, Range 11E 807.71 feet; thence S00°49'13"E a distance of 609 feet; thence S23°29'08"E a distance of 107.19 feet; thence S37°20'48"E a distance of 885.93 feet; thence N89°10'47"E a distance of 199.31 feet; thence S00°49'13"E a distance of 120 feet; thence S89°10'47"W a distance of 211.36 feet; thence N00°49'13"W a distance of 111.07 feet; thence N37°20'48"W a distance of 885.93 feet; thence N23°07'51"W a distance of 116.57 feet; thence N00°49'13"W (assumed bearing) 609 feet to the South right of way of Logan Avenue; thence West on a line parallel to and 25 feet South of the North line of said section 14 to the Northeast corner of Lot 1 Barnhart Acres Subdivision; thence South 530.4 feet along the Wanamaka Road West road right-of-way line; thence West along the North line of Lot 2 in Barnhart Acres Subdivision

593.82 feet to the Weaver Street East road right-of-way line; thence North 530 feet along the Weaver Street East road right-of-way line to the South right-of-way line of Logan Avenue; thence West 25 feet along South right-of-way line of Logan Avenue to the West line of Section 24 also known as the East line of Section 23; thence South 1435.8 feet ; thence West 779.98 feet; thence South 127.7 feet; thence Southeast 163.2 feet, thence West 250 feet; thence South 142.75 feet; thence West 384.62; thence North 2806.5 feet; thence West 990 feet; thence North 470 feet; thence West along the South right-of-way line to a point 100 feet East and 50 feet South of the Southeast corner of Lot 1 of Brown Addition to the City of Emporia; thence South 20 feet; thence West 100 feet; thence South 1000 feet along the West line of the Kansas City and Emporia Railroad right-of-way to a point 996.28 feet South of the North line of Section 23; thence S39°51'49"W 451.59 feet; thence S00°00'58"W 230 feet; thence S69°53'45"W 227.69 feet; thence N44°59'02"W 214.41 feet; thence N00°00'58"E to a point 1410.75 feet South of the North line of Section 23; thence West on a line 1410.75 feet South of and parallel to the North line of Section 23 to a point 312.11 feet East of the West line of said Section; thence S04°45'00"W 516 feet; thence S17°52'00"W 53.18 feet; thence S25°52'00"W 39.33 feet; thence S33°07'00"W 8.68 feet to a point 2018.25 feet South of the North line of said section; thence East 92.18 feet; thence South parallel to the West line of said section 1050 feet; thence East 233 feet; thence S30°00'00"E 245 feet; thence S10°30'00"E 250 feet, more or less, to the center of the Cottonwood River; thence up the center of said River approximately 725 feet to a point on the West line of Section 23, the same being the East line of Section 22; thence North along section line approximately 550 feet to a point 2918.25 feet South of the Northeast corner of Section 22; thence West 130 feet parallel to the North line of said Section 22, and North 120 feet; thence West 376.75 feet; thence North 773.56 feet parallel to the East section line of said Section 22; thence East 114.03 feet; thence North 100 feet; thence East 400 feet to a point on the East section line of Section 22 and the West section line of Section 23, being 1918.25 feet South of the Northeast corner of Section 22 and the Northwest corner of Section 23; thence South along said section line 100 feet to a point 2018.25 feet South of the Northwest corner of Section 23; thence East 159.48 feet; thence N33°07'00"E 43.87 feet; thence N25°52'00"E 31.35 feet; thence N17°52'00"E 42.14 feet; thence N04°45'00"E 504.17 feet to a point 1410.75 feet South of and 251.91 feet East of the Northwest corner of Section 23; thence West along a line 1410.75 feet South of and parallel to the North line of said Section 251.91 feet to the West line of Section 23, the same being the East line of Section 22; thence continuing West 0.25 mile on a line being 1410.75 feet South of and parallel to the North line of Section 22 to a point 450 feet East of and 92 feet South of the Northeast corner of the tract of land known as "Soden Grove"; thence South 450 feet; thence West 450 feet, to the East line of Soden's Grove; thence South along the East line of said tract 984.25 feet to the Southeast corner of said tract; thence West along the South line of said tract 189.42 feet to a corner; thence South along the East line of said tract to the center of the Cottonwood River; thence in a Northwesterly direction following the center line of said river 1859 feet, more or less, to a point 33 feet downstream from a point the center of said river immediately beneath the longitudinal center line of the concrete arch bridge across the river and commonly known as "Soden Bridge"; thence N63°30'00"E to the East bank of said Cottonwood River; thence continuing in a general Northeasterly direction on a line parallel to and 33 feet from the longitudinal center line of the Soden's Bridge pavement to a point 280.5 feet West of the East line of the Northwest Quarter of Section 22; thence Northwesterly along the K-99 Highway right-of-way to a point; thence N25°45'00"W 125.6 feet; thence S44°45'00"W 17 feet; thence N39°09'00"W 283 feet; thence N21°40'00"W 153 feet; thence West on a line parallel to and 1056 feet South of the North line of the Northwest Quarter of Section 22, to the center of the Cottonwood River; thence in a general Northerly and Westerly direction up the center of the Cottonwood River to a point on the North line of said Northwest Quarter of Section 22, the same being the South line of the Southwest Quarter of Section 15, and the place of beginning.

ALSO

Lot 1 through 4 of Read McClasky's Subdivision.

ALSO

A tract of land lying in the fractional South Half of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows: Commencing at the Southeast corner of the fractional Southwest Quarter of said section 6; thence on an assumed bearing of S90°00'00"W

along the South line of said fractional Southwest Quarter for a distance of 386.01 feet to the point of beginning; thence continuing along said South line S90°00'00"W for a distance of 681.83 feet; thence N01°57'57"E for a distance of 1989.04 feet; thence S89°12'24"E for a distance of 1033 feet to the East line of the fractional Southwest Quarter of said section; thence continuing S89°12'24"E for a distance of 1242.79 feet to the Westerly right-of-way line of the Kansas Turnpike, said point being 150 feet Northwesterly at right angles to Centerline Station 9310+83.40 of said turnpike; thence S30°06'36"W along the Westerly right-of-way of the Kansas Turnpike for a distance of 2178.65 feet to the Northeast corner of Tract 20-1D as acquired by the Kansas Turnpike through District Court case 23521 and 23563; thence S85°48'36"W along the Northerly line of said tract 20-1D for a distance of 570.56 feet to a point which is 30 feet North of the South line of the fractional Southwest Quarter of said Section 6; thence S0°00'00"E for a distance of 30 feet to the point of beginning, said tract contains 78.08 acres, exclusive of 0.39 acres of right-of-way for road purposes on all that part of said tract lying West of tract 20-1D as acquired by the Kansas Turnpike Authority.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A tract of land located in Section 7, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, more particularly described as follows:

From the North Quarter corner of said Section 7; thence Westerly on the North line of said Section 7 on an assumed bearing of N90°00'00"W for a distance of 386.28 feet to the point of beginning; thence continuing Westerly on said North line on a bearing of N90°00'00"W for a distance of 873.72 feet; thence S00°00'00"W for a distance of 855 feet; thence S90°00'00"E for a distance of 369.13 feet to a point on the Westerly right-of-way line of the Kansas Turnpike; thence on said right-of-way on a bearing of N29°03'48"E for a distance of 50.61 feet; thence continuing on said right-of-way on a bearing of N86°00'42"E for a distance of 379.9 feet; thence continuing on said right-of-way on a bearing of N69°03'13"E for a distance of 240.03 feet; thence continuing on said right-of-way on a bearing of N30°03'13"E for a distance of 705.46 feet; thence continuing on said right-of-way on a bearing of N83°04'10"W for a distance of 479.95 feet to a point on the Southerly right-of-way of West 18th Avenue; thence N00°00'00"E for a distance of 30 feet to the point of beginning. The above described tract contains 21.01 acres, more or less, subject to road rights of way and other easements of record.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A 12.65 acres tract located in the Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas: being more particularly described as follows:

Beginning on the North line of said Northwest Quarter at a point 958.46 feet East of the Northwest corner of said Northwest Quarter; thence on an assumed bearing of East on said North line for a distance of 300 feet to a point 1260 feet West of the Northeast corner of said Northwest Quarter; thence South for a distance of 855 feet; thence East for a distance of 368.87 feet to the Westerly right-of-way line of the Kansas Turnpike Authority; thence S28°58'33"W on said right-of-way line for a distance of 269.75 feet; thence S20°43'20"E on said right-of-way line for a distance of 276.94 feet; thence West for a distance of 636.18 feet; thence North for a distance of 1350 feet to the point of beginning.

EXCEPTING that portion taken for road right of way purposes.

ALSO

A tract in the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., beginning at a point 1367.84 feet West of the Southeast corner of the Southwest Quarter; thence North 428 feet; thence West 400 feet; thence South 428 feet; thence East 400 feet to the point of beginning.

ALSO

A tract in the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, described as follows:

Commencing at the Southwest corner of said Section 6, thence on an assumed bearing of N01°07'21"W along the west line of said Southwest Quarter for a distance of 473.09 feet; thence N87°46'40"E for a distance of 741.53 feet; thence S02°13'21"E for a distance of 473.09 feet to the South line of said Southwest Quarter; thence S87°46'39"W, along said South line for a distance of 750.61 feet to the point of beginning.

ALSO

That portion of Section 6 and Section 7, Township 19 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, being a portion of the right of way of 18th Avenue and more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence with an assumed bearing on the West line of said section 6, N01°07'20"W for a distance of 90.47 feet; thence perpendicular to said West line, S88°52'40"E for a distance of 70.0 feet to the intersection of the East right-of-way line of Road G and the North right-of-way line of said West 18th Avenue and the point of beginning; thence on said North right-of-way line the following 5 courses: S81°21'54"E for a distance of 234.50 feet; N87°46'39"E for a distance of 1152.15 feet; N00°44'57"E for a distance of 14.97 feet; N87°46'39"E for a distance of 535.33 feet; N77°28'13"E for a distance of 802.16 feet to the Westerly right-of-way line of Kansas Turnpike Authority; thence on said Westerly right-of-way line, S27°53'20"W for a distance of 150.0 feet; thence continuing on said Westerly right-of-way line, S28°12'27"W for a distance of 287.77 feet to the South right-of-way line of said 18th Avenue; thence on the said South right-of-way line the following three courses: N80°02'11"W for a distance of 637.03 feet; S87°46'39"W for a distance of 1525.82 feet; N81°23'47"W for a distance of 313.72 feet; thence leaving said South right-of-way line N11°24'09"W for a distance of 166.1 feet to the point of beginning. Contains 7.94 Acres more or less.

ALSO

A tract of land in Sections 3, 4, 9, & 10, Township 20 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, more particularly described as follows:

Beginning at a point on the South line of Section 10, N79°17'30"E 675.5 feet of the Southeast corner of Section 9; thence S79°17'30"W 3297.5 feet along the South line of Sections 10 & 9 to the Southwest corner of the Southeast Quarter of Section 9; thence N10°42'30"W 5280 feet along the West lines of the Northeast and Southeast Quarters of Section 9 to the Northwest corner of the Northeast Quarter of Section 9; thence N79°17'30"E 1650 feet along the North line of Section 9 to a point on the North line of Section 9 which is 990 feet West of the Northeast corner of Section 9; thence N10°42'30"W 1980 feet; thence N79°4'15"E 325.7 feet; thence N40°11'33"E 272.47 feet; thence N1°18'52"E 1329.73 feet; thence N79°14'15"E 920.37 feet; thence S1°18'52"W 1201.99 feet; thence S47°16'56"E 364.02 feet; thence N79°4'15"E 278.96 feet; thence S10°42'30"E 1986.38 feet to a point on the North line of Section 10 which is 990 feet East of the Northwest corner of Section 10; thence N79°17'30"E 1650 feet along the North line of Section 10 to the Northeast corner of the Northwest Quarter of Section 10; thence S10°42'30"E 3620.5 feet along the East lines of the Northwest and Southwest Quarters of Section 10 to a point which is 980.5 feet South of the Northeast corner of the Southwest Quarter of Section 10; thence S79°17'30"W 1982.5 feet; thence S10°42'30"E 1659.5 feet to the POB. Containing 687 Acres More or less. Note: All bearings are magnetic. Local declination = N10°42'30"W. Less all right of ways.

ALSO

A tract of land consisting of the S 1/2 S 1/2 NW 1/4 NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: from the Northwest corner of said section 3, thence Southerly on the West line with a bearing of S 00°30'50" E for a distance of 981.09 feet to the point of beginning; thence N89°13'44" E for a distance of 1319.06 feet; thence S 00°29'39" E for a distance of 315.56 feet; thence S 89°07'11" W for a distance of 1318.97 feet; thence Northerly on the West line of said section 3 with a bearing of N 00°30'50" W for a distance of 318.07 feet to the point of beginning.

ALSO

A tract of land in the NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: Beginning on the West line of said section at a point 3460.1 feet North of the Southwest corner of said section, said West line having an assumed bearing of N 10°42'30" W; thence continuing North along said West 482.24 feet; thence N 79°14'15" E a distance of 881.37 feet; thence S 55°7'50"W a distance of 501.41 feet; thence S 79°14'15" W a distance of 744.52 feet to the point of beginning.

ALSO

A tract in the N 1/2 N 1/2 SW 1/4 and the S 1/2 of the fractional NW 1/4, all in Section 3, Township 20 South, Range 11 East of the 6th P.M., Lyon County, Kansas, and being more particularly described as follows: commencing at the Southwest corner of said N 1/2 N 1/2 SW 1/4; thence N 88°21'15" E (basis of bearings) on the South line of said N 1/2 N 1/2 SW 1/4 for a distance of 711.06 feet of the true point of

beginning; thence N 36°56'54" W for a distance of 373.66 feet; thence N 10°33'40" E for a distance of 1201.99 feet; thence N 13°52'13" E for a distance of 517.55 feet to the North line of said S 1/2 FR. NW 1/4; thence N 88°21'55" E on the North line of said S 1/2 FR NW 1/4 for a distance of 272.35 feet to point 745 feet distant at right angles from the centerline of runway 1-19 extended; thence S 10°39'52" W parallel with said centerline of runway 1-19 for a distance of 2024.96 feet to the South line of said N 1/2 N 1/2 SW 1/4; thence S 88°21'15" W on said South line for a distance of 17.28 feet to the true point of beginning.

ALSO

A tract in the NE 1/4 of section 4 in Township 20 South, Range 11 East of the 6TH P.M., :Lyon County, Kansas, and being more particularly described as follows: Commencing at the Southeast corner of the NE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the South line of said NE 1/4 FOR 349.34 feet to the true point of beginning; thence continuing S 88°37'47" W on said South line for 49.27 feet; thence N 10°39'54" E for 1625.40 feet; thence N 02°00'08" E for 66.39 feet; thence N 79°20'06" E FOR 54.33 feet to the East line of said NE 1/4; thence S .01°27'45" E on said East line for 325.54 feet to the Northwest corner of the S 1/2 NW 1/4; thence continuing S .01°27'45" E on the East line of said NE 1/4 for 505.40 feet to the North line of a private road; thence S 89°01'25" W on the North line of said private road for 175.80 feet; thence S 10°33'50" W on the Westerly line of said private road for 832.89 feet to the true point of beginning. Subject to County Road easement along the East side thereof.

ALSO

Commencing at the Northeast corner of the SE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the North line of said SE 1/4 FOR 349.34 feet to the true point of beginning; thence S 10°49'37" W along Westerly line of a private road for 497.07 FEET; THENCE S 49°42'39" W along the Southerly line of a private road for 74.26 feet; thence N 10°39'54" E for 544.48 feet to the North line of said SE 1/4; thence N 88°37'47" E on said North line for 49.27 feet to the true point of beginning.

ALSO

Lots 3, 4, 5, 7, 8, 10 and 11 in Barnhart Acres Subdivision in Lyon County, Kansas, according to the recorded plat thereof.

ALSO

A tract in the Northeast Quarter of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said section 12; thence N00°32'25"E (basis of bearings) on the East line of said Section 12 a distance of 1199.00 feet; thence N89°05'08"W a distance of 440.00 feet to a 1/2" iron pin; thence S00°30'14"W a distance of 150.00 feet to a 1/2" iron pin; thence N89°05'08"W a distance of 238.09 feet to a 1/2" iron pin and the true point of beginning; thence S00°32'25"W a distance of 929.77 feet to a 1/2" iron pin on the northerly right of way line of US 50 Highway; thence S88°05'36"W along said northerly right of way line for a distance of 239.51 feet to a 1/2" iron pin; thence N89°47'27"W along said northerly right of way line a distance of 596.72 feet; thence N00°32'25"E a distance of 948.94 feet to a 1/2" iron pin; thence S89°27'35"E a distance of 839 feet to a 1/2" iron pin and the true point of beginning. Containing 18.13 acres and subject to easements of record. Except existing right of way.

ALSO

The W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas, less that part taken for highway. LESS AND EXCEPT: A tract of land located in the W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M, Lyon County, Kansas, more particularly described as follows: Commencing at the West Quarter Corner of said Section 12; thence along the West line of the SW1/4 of said Section 12 S0°35'54"E 123.10 feet to the point of beginning; thence N89°24'06"E 47.50 feet to the intersection of the East right-of-way line of an existing public road (Road F) and the South right-of-way line of an existing public road (Highway 50); thence S0°35'54"E 776.94 feet; thence S89°24'06"W 47.50 feet to the West line of the SW Quarter of said Section 12; thence along the West line of the SW1/4 of said Section 12 N0°35'54"W 776.94 feet to the point of beginning, excepted tract containing 0.85 acres, including 0.40 acres of existing public road right-of-way

(0.45 acres of additional public road right-of-way). The bearings on the above excepted tract are based on the North line of the SW1/4 of Section 12 as being EAST (N90°00'00"E).

ALSO

Lot I of Block I in the Westar Subdivision, being a part of the Northeast quarter of Section 12, Township 19 South, Range 10 East of the 6th p.m., Lyon county, Kansas, according to the recorded plat thereof.

ALSO

A tract for the purpose of road right of way easement in the Southeast quarter of section 1, and the northeast quarter of section 12, all in Township 19 South, Range 10 East of the 6th p.m., Lyon County, Kansas, as described by Aaron C. Davis, PS 1368, on May 11, 2021, as follows: Commencing at the Southeast corner of said SE ¼; Thence N.01°07'30"W. (basis of bearings) on the East line of said SE ¼ for 65.00 feet;

Thence S.89°24'27"W. Parallel with the South line of said SE ¼ for 65.00 to the point of beginning,

Thence continuing S.89°24'27"W. Parallel with said South line, and on the northerly right of way line of road 180, for 163.54, Thence S. 75°54'52"W. On said Northerly right of way line for 150.00 feet, thence S.00°35'33"E. For 5.00 feet to a point 25.00 feet North of the South line of said SE ¼,

Thence S.89°24'27"W. On said Northerly right of way line for 802.98 feet; thence S.00°35'33"E. for 25.00 feet to a point on the South line of said SE ¼, said point being 1177.99 feet West of the Southeast corner of said SE ¼; thence S.00°50'50"E. For 40.00 feet to the Northwest corner of lot 1 in block 1,

Westar subdivision to Lyon County, Kansas, thence N.89°24'27"E. On the North line of said lot 1 for 802.99 feet; thence S.00°50'50"E. For 8.00 feet; Thence N.89°24'27"E. On the North line of said lot 1 for 310.00 feet to a point 65.00 feet West of the East line of the NE ¼ of said section 12; Thence N.00°50'50"W. Parallel with the East line of said NE ¼ for 48.00 feet to the North line of said NE ¼; Thence N.01°07'30"W. parallel with the East line of the SE ¼ of said section 1 for 65.00 feet to the point of beginning said tract contains 1.94 acres

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND

Tract 1: A tract of land in the Northwest Quarter of Section 11, Township 19S, Range 11E of the 6th P.M.; more particularly described as follows:

Beginning at a point 712 feet South of the North line and 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence West approximately 409.1 feet; thence South 1100 feet to the North line of the I-35 By-pass right-of-way; thence Southeasterly along said North right-of-way line 420 feet to a point 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence North 1180 feet to the point of beginning.

Tract 2: A tract of land located in the Northwest Quarter of Section 11, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas more particularly described as follows:

Beginning on the North line of Lot 6 in Goodrich's Subdivision at the West line of the East half of said Lot 6; thence East along the North line of said Lot 6 238.00 feet; thence Southerly 119.03 feet; thence Southwesterly 61.03 feet; thence West 143.81 feet to said West line of the East half of Lot 6; thence North 145.23 feet to the point of beginning.

Tract 3: A tract of land lying in the NE ¼ of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Northeast corner of said NE ¼ thence S88°39'52"W (assumed) along the North line of said NE ¼ for a distance of 1189.10 feet to the point of beginning thence S00°00'00"E parallel with the East line of said NE ¼ for a distance of 529.00 feet to an iron pin at the Southwest corner of a previously described tract (Deed Book 440, Page 718) thence N57°59'24"W for a distance of 70.74 feet to a point that lies 59.98 feet West of the West line of said previously described tract and approximately 37.5 feet North of the SW corner of same thence N00°00'00"W parallel with the East line of said NE ¼ for a distance of 490.11 feet to the North line of said NE ¼ thence N88°39'52"E along said North line for a distance of 60.00 feet to the point of beginning less right-of-way which has been previously annexed.

SECTION 2: All lots, tracts, streets and highways, and parcels of real property included within the territory within the boundary set and fixed in Section 1 of this Resolution, are hereby declared to be and constitute the City of Emporia, Kansas.

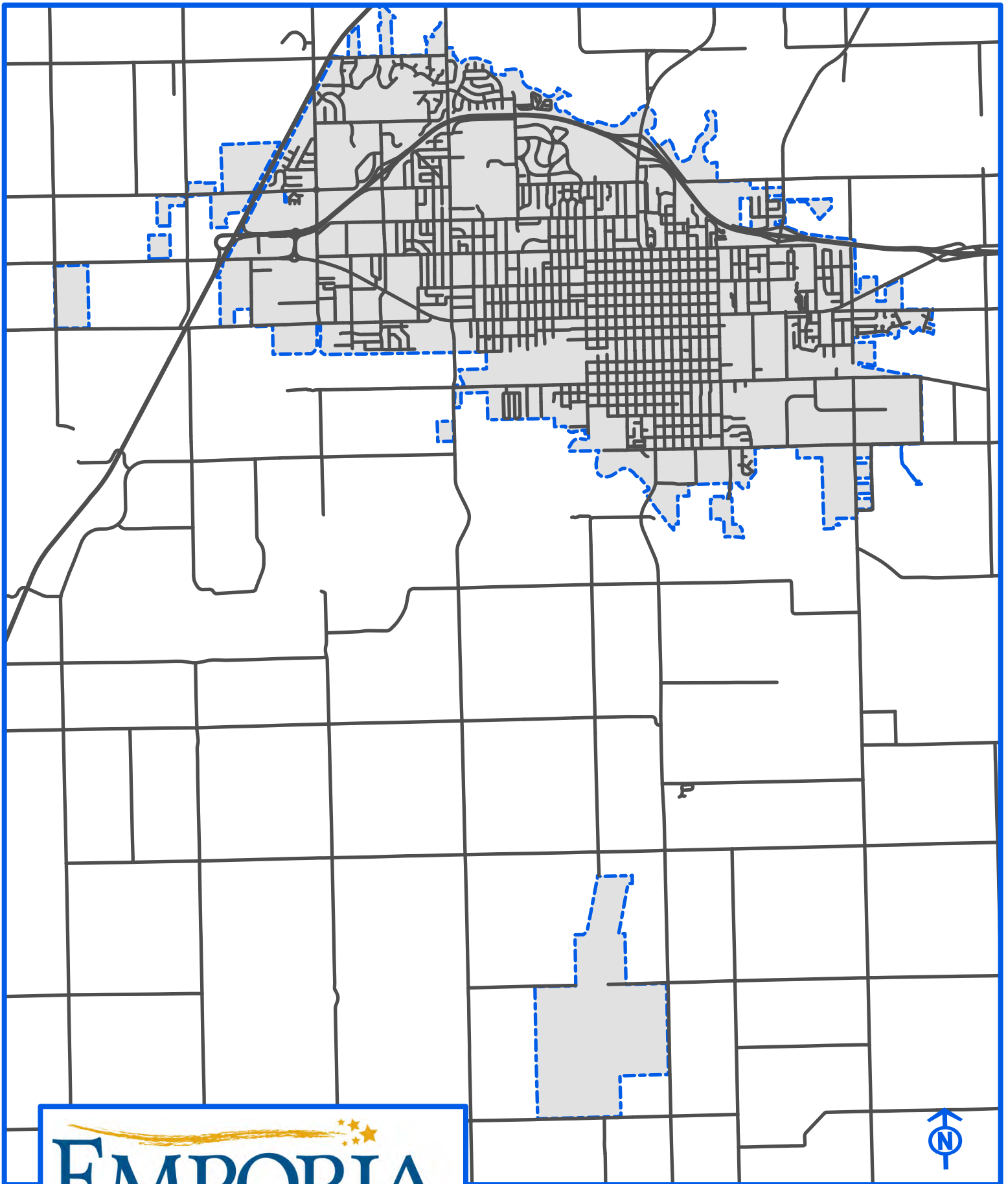
SECTION 3: Resolution Number 3624 is hereby repealed.

PASSED AND APPROVED this 21st day of December 2022.

Becky Smith, Mayor

ATTEST:

KERRY SULL, City Clerk



DATA NOT SURVEY ACCURATE



Commission Action Report

Title: Funston Street Paving Improvements Project Change Order No. 2 (final),
Project No. PV2008

Proposed Agenda Date: December 21, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

The Funston Street & Fifth Avenue Paving Project consisted of new subgrade, concrete curb & gutter and concrete streets for Funston Street between 5th Ave & 6th Ave and 5th Ave between Funston Street and Sunnyslope.

DISCUSSION:

Change Order No. 2 reconciles quantities that were actually constructed. The recommendation is to approve Funston Street Paving Improvements, Project No. PV2008 Change Order No. 2 (final) in the amount of \$23,459.28. The total contract amount will increase from \$553,893.27 to \$577,352.55.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/a

RECOMMENDED ACTION:

Approve Change Order No. 2.

ATTACHMENTS:

Change Order No. 2 and descriptions.

CHANGE IN PLANS NO. 2
ON CONTRACT WITH BURLINGTON CONSTRUCTION INC. FOR THE
CONSTRUCTION OF FUNSTON STREET AND 5TH AVENUE PAVING IMPROVEMENTS
PROJECT NO. PV2008

Date: December 8, 2022

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the Funston Street and 5th Avenue Project No. PV2008

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES DELETED:				
1.00	C.Y.	Foundation Stabilization (Set Price) @ Forty Dollars and Zero Cents (Unit Price in Words)	\$40.00	\$40.00
6.00	L.F.	Storm Sewer (15" RCP) @ Sixty Dollars and Six Cents (Unit Price in Words)	\$60.06	\$360.36
200.00	L.F.	Temporary Slope Barrier (Silt Fence) @ Five Dollars and Zero Cents (Unit Price in Words)	\$5.00	\$1,000.00
0.75	C.Y.	Sediment Removal (Set Price) @ Thirty-five Dollars and Zero Cents (Unit Price in Words)	\$35.00	\$26.25
18.00	W.D.	Liquidated Damages @ Five Hundred Twenty-four Dollars and Nine Cents (Unit Price in Words)	\$524.09	\$9,433.62
Total Deleted:				<u>\$10,860.23</u>

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES ADDED:				
33.00	C.Y.	Pavement Removal @ Sixty-one Dollars and Sixteen Cents (Unit Price in Words)	\$61.16	\$2,018.28
10.00	MGAL	Water (Aggregate Base) (Set Price) @ Six Dollars and Zero Cents (Unit Price in Words)	\$6.00	\$60.00
359.25	TONS	Combined Material (AB-3) (5" Compacted) @ Thirty-seven Dollars and Eighty-four Cents (Unit Price in Words)	\$37.84	\$13,594.02
12.00	L.F.	Curb and Gutter (2'-6" Combined) (AE) @ Twenty-nine Dollars and Zero Cents (Unit Price in Words)	\$29.00	\$348.00
63.00	S.Y.	Concrete Pavement (8" NRDJ) (AE) @ Seventy-eight Dollars and Fifty Cents (Unit Price in Words)	\$78.50	\$4,945.50

2.00	S.Y. Concrete Pavement (6" Uniform) (Reinforced) (AE) @ Sixty Dollars and Zero Cents (Unit Price in Words)	\$60.00	\$120.00
8.00	S.Y. Concrete Pavement (8" Uniform) (Reinforced) (AE) @ Seventy-eight Dollars and Fifty Cents (Unit Price in Words)	\$78.50	\$628.00
6.00	S.Y. Sidewalk Construction (4") (AE) @ Forty-five Dollars and Zero Cents (Unit Price in Words)	\$45.00	\$270.00
1.00	L.S. Traffic Control @ Eight Thousand Dollars and Zero Cents (Unit Price in Words)	\$8,000.00	\$8,000.00
1.00	L.S. Storm Sewer Manhole Adjustment @ Two Thousand Nine Hundred Fifty Dollars and Zero Cents (Unit Price in Words)	\$2,950.00	\$2,950.00
1.00	L.S. Additional Material and Labor for Sewer Connection @ One Thousand Three Hundred Eighty-five Dollars and Seventy-one Cents (Unit Price in Words)	\$1,385.71	\$1,385.71

Total Added: \$34,319.51

TOTAL ADDED TO PROJECT **\$23,459.28**

CONTRACTOR: BURLINGTON CONSTRUCTION INC.

BY: 

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____
MAYOR

Attest: _____
CITY CLERK

FUNSTON STREET AND 5TH AVENUE PAVING IMPROVEMENTS PROJECT NO. PV2008
EXPLANATION FOR CHANGE ORDER 2

During construction of the FUNSTON AND 5TH AVENUE PAVING IMPROVEMENTS PROJECT NO. PV2008, changes and adjustment of quantities were made with additional changes added to the project. This change order results in an increase of the contract in the amount of \$23,459.28.

Quantities Deleted:

1. Foundation Stabilization (Set Price) –
This change represents an underrun of 1.00 Cubic Yard for Foundation Stabilization. The project did not require foundation stabilization.
2. Storm Sewer (15" RCP) –
This change represents an underrun of 6.00 Linear Feet of 15" RCP. This item was not installed as the existing storm pipe was at correct elevation and alignment to tie into Storm Sewer Inlet B-2.
3. Temporary Slope Barrier (Silt Fence) –
This change represents an underrun of 200.00 Linear Feet of Silt Fence. Construction procedures did not require silt fence to be installed.
4. Sediment Removal (Set Price) –
This change represents an underrun of 0.75 Cubic Yards. Construction procedures only required 0.25 cubic yards of sediment to be removed. This sediment was removed at existing area inlet where new storm pipe was tied into at 6th Avenue.
5. Liquidated Damages –
This change represents a penalty to the contractor for 18 Working Days. The contract was for 55 Working Days. The contractor completed all work in 73 Working days. During construction there were 18 days that were not charged due to weather. Working Days were suspended twice during construction (33 days for sewer work) and (39 days for waterline work and delay of street project) for a Total of 72 Suspended Days.

73 Working Days (Charged)
18 Weather Days (No Charge)
72 Suspended Days (No Charge)

Quantities Added:

1. Pavement Removal –
This change represents an overrun of 33.00 Cubic Yards of Pavement Removal. Due to the existing water line break at the north end of Funston Street, damaged pavement had to be removed and replaced.
2. Water (Aggregate Base) (Set Price) –
This change represents an overrun of 10.00 MGAL of Water for Aggregate Base. Construction required additional water to obtain optimum moisture for aggregate base.
3. Combined Material (AB-3) (5" Compacted) –
This change represents an overrun of 359.25 Tons of AB-3. Field adjustments were made to install AB-3 base rock under all entrances, parking areas and sidewalk to stabilize the base under pavement in these areas.

4. Curb and Gutter (2'-6" Combined) (AE) –
This change represents an overrun of 12.00 Linear Feet of Curb and Gutter. Additional curb and gutter was added to the contract for removing and replacing for widening entrance to apartment parking lot on 5th Avenue.
5. Concrete Pavement (8" NRDJ) (AE) –
This change represents an overrun of 63.00 Square Yards of 8" NRDJ Pavement. Due to the existing water line break and installing new water line, additional pavement was required to fill in holes for these areas.
6. Concrete Pavement (6" Uniform) (Reinforced) (AE) –
This change represents an overrun of 2.00 Square Yards of 6" Reinforced Concrete. Field adjustments were made to replace deteriorated pavement for Tyson parking area.
7. Concrete Pavement (8" Uniform) (Reinforced) (AE) –
This change represents an overrun of 8.00 Square Yards of 8" Reinforced Concrete. Entrance to parking lot for apartments on 5th Avenue was widened.
8. Sidewalk Construction (4") (AE) –
This change represents an overrun of 6.00 Square Yards of Sidewalk. Field adjustments were made at the north end of Funston Street on the left side to maintain ADA. Also, a 4" flume (Paid for as Sidewalk) was added under roof drain at the northeast corner of cattle barn to prevent erosion and possible wash out under new curb and gutter.
9. Traffic Control –
This change represents an overrun of 1.00 Lump Sum for Traffic Control. Traffic Control was left in place for the construction of new water line under Funston Street. The contractor agreed to leave signage and barricades erect for construction of water line and suspension of workdays if they be paid for.
10. Storm Sewer Manhole Adjustment –
This change was added to the project. Due to an elevation error of Manhole-1 at Station 5+71.96, 11.38' Lt. This manhole had to be modified to be below roadway surface. The 8" top, ring and lid were removed and a 1 ¾" Steel Plate was placed on manhole base.
11. Additional Material and Labor for Sewer Connection –
This change was added to the project. During construction of sewer line, another drain for the sale barn was noticed in a square cut of foundation with no pipe. Manure was visible coming out, so this item was added to tie into the sewer main that had already been approved.



Commission Action Report

Title: CCLIP FY2024 Agreement, 6th Ave/US-50 from Mechanic Street to East City Limits, KDOT Project No. 056 U-2416-01

Proposed Agenda Date: December 21st, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

City Engineering submitted application for KDOT Bureau of Local Projects funding of this portion of US-50 Highway/6th Avenue in March 2021. We were approved for funding in October 2021. Attached is the agreement with KDOT.

DISCUSSION:

FINANCIAL CONSIDERATIONS:

KDOT has agreed to cover 90% of participating costs, not to exceed \$300,000. The City is responsible for all non-participating costs, 10% of participating costs under \$300,000, and 100% of costs that exceed KDOT's contribution. The preliminary estimate for cost of construction & CE is \$737,177.00.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve KDOT's agreement for CCLIP SP FY2024 Resurfacing Project, KDOT Proj. No. 056 U-2416-01 and authorize the Mayor to sign the agreement.

ATTACHMENTS:

KDOT Agreement

PROJECT NO. 50-56 U-2416-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Emporia, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on 6th Avenue (US-50), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
- 3. **“City”** means the City of Emporia, Kansas, with its place of business at 111 East 6th Avenue, Emporia, KS 66801.
- 4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; CCLIP (SP) Master – City Let (Rev. 10.01.2021)

(3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary's designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for 6th Avenue (US-50) from Mechanic Street to the eastern city limits in Emporia, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	CCLIP-SP	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$300,000.00.	300,000.00
City		10% of Participating Costs of Construction and CE until Secretary's funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary's funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% Non-Participating Costs.	
Total Estimated Costs of Construction and CE			737,117.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of

Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed
CCLIP (SP) Master – City Let (Rev. 10.01.2021)

for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of 6th Avenue (US-50) existing within the Emporia city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

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

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Commission Action Report

Title: 2022 Street Rehabilitation Paving Project Change Order No. 1 & No. 2,
Project No. PV2203

Proposed Agenda Date: December 21, 2022

Presented By: James Ubert, City Engineer

BACKGROUND:

The 2022 Street Rehab Project will consist of milling and asphalt pavement overlay operations, replacement of failed curb and gutter sections, and select sidewalk/ADA ramp improvements along the following street segments:

Base Bid Projects

Sherwood Way (*Mayfair St to Washington Park*)

Neosho St (*12th Ave to 15th Ave*)

S Merchant St (*Cul de Sac to Logan Ave*)

Woodland St (*9th Ave to 12th Ave*)

Rural St (*3rd Ave to 4th Ave & 4th Ave to 6th Ave*)

9th Ave (*Elm St to Prairie St & West St to Lawrence St*)

14th Ave (*State St to Neosho St*)

Grove Ave (*Lincoln St to Garfield St*)

Cottonwood St (*E10th Ave to E 12th Ave*)

Prairie Ln (*Cul de Sac to Prairie St*)

Add Alternate Street segments:

15th Ave (*Merchant St to Center St*)

Lincoln St (*12th Ave to 9th Ave*)

DISCUSSION:

The recommendation is to approve Change Order No. 1 and No. 2 associated with the 2022 Street Rehab Project. Change Order No. 1 reconciled quantities actually constructed and is to decrease the amount on the contract by **-\$54,575.26**. This will decrease the contract total from \$802,009.33 to \$747,434.07. Change Order No. 2 (final) was the Add Alternate Street Segments of 15th Ave & Lincoln St added to the contract and will increase the amount on the contract total by \$202,102.53. This will increase the contract total after Change Orders No. 1 & 2 from \$747,434.07 to \$949,536.60.

FINANCIAL CONSIDERATIONS:

The 2022 Street Rehabilitation Paving Project is funded by a county sales tax/multi-year fund.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Change Orders No. 1 & No. 2.

ATTACHMENTS:

Change Orders No. 1 & No. 2.

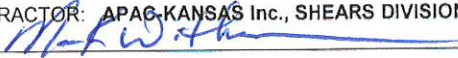
CHANGE IN PLANS NO. 1
ON CONTRACT WITH APAC-Kansas Inc., Shears Division
FOR THE CONSTRUCTION OF 2022 Street Rehab PV2203
(VARIOUS LOCATIONS AROUND THE CITY)

Date: December 15, 2022

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the 2022 Street Rehab Project No. PV2203 (Various Locations Around The City)

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
BASE BID QUANTITIES ADDED:				
1474.00	S.Y.	Asphalt Milling @ Two Dollars and Forty-seven Cents (Unit Price in Words)	\$2.47	\$3,640.78
210.00	L.F.	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace) @ Fifty-eight Dollars and Twelve Cents (Unit Price in Words)	\$58.12	\$12,205.20
1.00	S.Y.	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace) @ Ninety-three Dollars and Ninety-five Cents (Unit Price in Words)	\$93.95	\$93.95
1.00	S.Y.	ADA Sidewalk Ramp @ Three Hundred Eighty-nine Dollars and Twenty-nine Cents (Unit Price in Words)	\$389.29	\$389.29
1.00	Ea.	Utility Adjustment (Concrete) (Valve Box) (Water) @ Six Hundred Sixty-three Dollars and Eight-five Cents (Unit Price in Words)	\$663.85	\$663.85
144.09	Ton	Asphalt Patching @ Two Hundred Eight-five Dollars and Forty-eight Cents (Unit Price in Words)	\$285.48	\$41,134.81
			Total Added:	<u>\$58,127.88</u>
BASE BID QUANTITIES DELETED:				
3179.00	S.Y.	Asphalt Milling (5" Avg. Depth) @ Three Dollars and Thirty Cents (Unit Price in Words)	\$3.30	\$10,490.70
696.60	Ton	HMA (Commercial Grade)(Class A) @ One Hundred Four Dollars and Eight-two Cents (Unit Price in Words)	\$104.82	\$73,017.61
3179.00	S.Y.	Surface Grading and Compaction @ Four Dollars and Eighty-eight Cents (Unit Price in Words)	\$4.88	\$15,513.52
220.00	S.Y.	Combined Material (AB-3) (6" Compacted) @ Eleven Dollars and Ninety-four Cents (Unit Price in Words)	\$11.94	\$2,626.80
6.00	S.Y.	Concrete Pavement (6" Reinf.) (AE) (Remove & Replace) @ One Hundred Nine Dollars and Nine Cents (Unit Price in Words)	\$109.09	\$654.54
10.00	S.Y.	Concrete Pavement (6" Plain) (AE) (Remove & Replace) @ One Hundred Three Dollars and Eighty-four Cents (Unit Price in Words)	\$103.84	\$1,038.40
3.00	Ea.	Utility Adjustment (Valve Box Riser) (Valve Box) (Water) @ Ninety-eight Dollars and Thirty-nine Cents (Unit Price in Words)	\$98.39	\$295.17
9.00	Ea.	Utility Adjustment (Manhole Riser) (Manhole) (Sewer)	\$209.93	\$1,889.37

		<u>@ Two Hundred Nine Dollars and Ninety-three Cents)</u> (Unit Price in Words)		
13.00	Ea.	Inlet Sediment Barrier <u>@ One Hundred Seventy-seven Dollars and Ninety-one Cents</u> (Unit Price in Words)	\$177.91	\$2,312.83
1.00	C.Y.	Sediment Removal (Set Price) <u>@ Thirty Five Dollars and Zero Cents</u> (Unit Price in Words)	\$35.00	\$35.00
1.00	L.S.	Temp. Seed and Mulch <u>@ Seven Hundred Ninety-four Dollars and Fifteen Cents</u> (Unit Price in Words)	\$794.15	\$794.15
1.00	Hour	Flagger (Set Price) <u>@ Twenty Five Dollars and Zero Cents</u> (Unit Price in Words)	\$25.00	\$25.00
5.00	W.D.	Liquidated Damages <u>@ Eight Hundred Two Dollars and One Cent</u> (Unit Price in Words)	\$802.01	\$4,010.05
Total Deleted:				\$112,703.14
BASE BID TOTAL DELETED FROM PROJECT				<u>(\$54,575.26)</u>

CONTRACTOR: APAC-KANSAS Inc., SHEARS DIVISION
 BY: 

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____
 MAYOR

Attest: _____
 CITY CLERK

2022 STREET REHAB PV2203
EXPLANATION FOR CHANGE ORDER 1
(BASE BID)

During construction of the 2022 STREET REHAB PV2203, changes and adjustment of quantities were made with additional changes added to the project. This change order results in a decrease of the contract in the amount of \$54,575.26

Base Bid Quantities Added:

1. Asphalt Milling –
This change represents an overrun of 1474.00 Square Yards of Milling was added because Neosho Street was changed to a 2" mill instead of the plan 5" mill.
2. Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace) –
This change represents an overrun of 210.00 Linear Feet of Curb and Gutter to improve drainage issues.
3. Concrete Sidewalk (4" Plain) (AE) (Remove & Replace) –
This change represents an overrun of 1.00 Square Yards of Sidewalk as was needed.
4. ADA Sidewalk Ramp –
This change represents an overrun of 1.00 Square Yards of ADA Ramps as was needed.
5. Utility Adjustment (Concrete) (Valve Box) (Water) –
This change represents an overrun of 1.00 Each of Concrete Valve Box Adjustment. An additional valve box needed adjustment due to not being able to match asphalt surface.
6. Asphalt Patching–
This item was added to the contract on Neosho Street. After milling Neosho Street, the exposed 4" concrete base began breaking apart and 144.09 Tons of Asphalt Patching was required to stabilize the base.

Base Bid Quantities Deleted:

1. Asphalt Milling (5" Avg. Depth) –
It was determined in the field that the 3179.00 Square Yards of 5" Milling be changed to 2" Milling. The 4" concrete base was left in place and patched where necessary.
2. HMA (Commercial Grade) (Class A) –
This change represents an underrun of 696.60 Tons of Asphalt. With Neosho Street overlay of asphalt thickness from 5" to 2", the amount of asphalt laid was underrun.
3. Surface Grading and Compaction -
This change represents an underrun of 3179.00 Square Yards of Grading and Compaction. Item was removed from project when field changes were made on Neosho Street.
4. Combined Material (AB-3) (6" Compacted) -
This change represents an underrun of 220.00 Square Yards of AB-3. Item was removed from project when field changes were made on Neosho Street.

5. Concrete Pavement (6" Reinf.) (AE) (Remove & Replace) -
This change represents an underrun of 6.00 Square Yards of 6" Reinforced Concrete Pavement. Project required less than plan quantity.
6. Concrete Pavement (6" Plain) (AE) (Remove & Replace) -
This change represents an underrun of 10.00 Square Yards of 6" Plain Concrete Pavement. Project required less than plan quantity.
7. Utility Adjustment (Valve Box Riser) (Valve Box) (Water) -
This change represents an underrun of 3.00 Each Valve Box Risers. Contractor was able to match grade of asphalt surface to existing Valves.
8. Utility Adjustment (Manhole Riser) (Manhole) (Sewer) -
This change represents an underrun of 9.00 Each Manhole Risers. Contractor was able to match grade of asphalt surface to existing Manholes.
9. Inlet Sediment Barrier -
This change represents an underrun of 13.00 Each for inlet sediment barrier that was not required due to construction procedures.
10. Sediment Removal -
This change represents an underrun of 1.00 Cubic Yard for sediment removal that was not required due to construction procedures.
11. Temp. Seed and Mulch -
This change represents an underrun of 1.00 Lump Sum for Temporary Seeding and Mulching that was deleted from the contract due to construction procedures. Contractor constructed Final Seed and Mulch.
12. Flagger (Set Price) -
This change represents an underrun of 1.00 Lump Sum for Flagger due to construction procedures.
13. Liquidated Damages -
This change represents a penalty to the contractor for 5 Working Days. The contract was for 55 Working Days and the contractor was given an addition 35 Working Days to construct Add Alternate streets, 7 Days for Patch work on Neosho Street and 4 Days for additional Concrete work for a total of 101 Working Days. The contractor completed all work in 106 Working Days.

CHANGE IN PLANS NO. 2
ON CONTRACT WITH APAC-Kansas Inc., Shears Division
FOR THE CONSTRUCTION OF 2022 Street Rehab PV2203
(ADD ALTERNATE STREETS, LINCOLN STREET AND 15TH AVENUE)

Date: December 15, 2022

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the 2022 Street Rehab Project No. PV2203 (Add Alternate Streets, Lincoln Street and 15th Avenue)

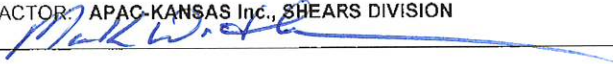
<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
ADD ALTERNATE QUANTITIES ADDED:				
1.00	L.S.	Mobilization @ Thirteen Thousand One Hundred Forty-one Dollars and Nineteen Cents (Unit Price in Words)	\$13,141.19	\$13,141.19
4274.00	S.Y.	Asphalt Milling (1.5" Avg. Depth) @ Two Dollars and Forty-seven Cents (Unit Price in Words)	\$2.47	\$10,556.78
478.51	Ton	HMA (Commercial Grade) (Class A) (1.5" Avg. Depth) @ One Hundred Five Dollars and Fifty-eight Cents (Unit Price in Words)	\$105.58	\$50,521.09
277.00	L.F.	Curb & Gutter (2'-6") (Combined) (AE) (Remove & Replace) @ Fifty-eight Dollars and Twelve Cents (Unit Price in Words)	\$58.12	\$16,099.24
833.00	L.F.	Curb & Gutter (4'-6") (Combined) (AE) (Remove & Replace) @ Seventy-seven Dollars and Six Cents (Unit Price in Words)	\$77.06	\$64,190.98
211.00	S.Y.	Concrete Pavement (6" Plain) (AE) (Remove & Replace) @ One Hundred Three Dollars and Eighty-four Cents (Unit Price in Words)	\$103.84	\$21,910.24
17.00	S.Y.	Concrete Pavement (4" Plain) (AE) (Remove & Replace) @ Ninety-three Dollars and Eighty-eight Cents (Unit Price in Words)	\$93.88	\$1,595.96
23.00	S.Y.	ADA Sidewalk Ramp @ Three Hundred Eighty-nine Dollars and Thirty Cents (Unit Price in Words)	\$389.30	\$8,953.90
1.00	L.S.	Permanent Seeding, Fertilizer & Mulch @ Five Thousand Three Hundred Forty-two Dollars and Twenty-seven Cents (Unit Price in Words)	\$5,342.27	\$5,342.27
1.00	L.S.	Traffic Control @ Eight Thousand Seven Hundred Ninety Dollars and Eighty-eight Cents (Unit Price in Words)	\$8,790.88	\$8,790.88
1.00	L.S.	15th Avenue Mobilization @ One Thousand Dollars and Zero Cents (Unit Price in Words)	\$1,000.00	\$1,000.00
Total Added:				<u>\$202,102.53</u>

ADD ALTERNATE QUANTITIES DELETED:			UNIT PRICE	TOTAL
n/a	n/a	n/a	\$0.00	\$0.00
@ Zero Dollars and Zero Cents				
(Unit Price in Words)				

Total Deleted: \$0.00

ADD ALTERNATE TOTAL ADDED TO THE PROJECT \$202,102.53

CONTRACTOR: APAC-KANSAS Inc., SHEARS DIVISION

BY: 

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____

MAYOR

Attest: _____

CITY CLERK

2022 STREET REHAB PV2203
EXPLANATION FOR CHANGE ORDER 2
(ADD ALTERNATES, LINCOLN STREET AND 15TH AVENUE)

During construction of the 2022 STREET REHAB PV2203, two streets were added to the project, Lincoln Street (from 9th Avenue to 12th Avenue) and 15th Avenue (from Center Street to Merchant Street). This change order represents an increase of the contract in the amount of \$202,102.53

Add Alternate Quantities Added:

The Following Items were added to the contract as Add Alternates for construction of Lincoln Street and 15th Avenue.

1. Mobilization –
This change represents an overrun of 1.00 Lump Sum
2. Asphalt Milling (1.5" Avg. Depth) –
This change represents an overrun of 4,274.00 Square Yards
3. HMA (Commercial Grade) (Class A) (1.5' Avg. Depth) –
This change represents an overrun of 478.51 Tons.
4. Curb & Gutter (2'-6") (Combined) (AE) (Remove & Replace) –
This change represents an overrun of 277.00 Linear Feet.
5. Curb & Gutter (4'-6") (Combined) (AE) (Remove & Replace) –
This change represents an overrun of 833.00 Linear Feet.
6. Concrete Pavement (6" Plain) (AE) (Remove & Replace) –
This change represents an overrun of 211.00 Square Yards.
7. Concrete Pavement (4" Plain) (AE) (Remove & Replace) –
This change represents an overrun of 17.00 Square Yards.
8. ADA Sidewalk Ramp –
This change represents an overrun of 23.00 Square Yards.
9. Permanent Seeding, Fertilizer & Mulch –
This change represents an overrun of 1.00 Lump Sum.
10. Traffic Control –
This change represents an overrun of 1.00 Lump Sum.
11. 15th Avenue Mobilization –
The Contractor requested additional cost for mobilization on 15th Avenue to cover construction sequencing of removal and replacement of curb and gutter.

Add Alternate Quantities Deleted:

No Items were deleted from contract from Add Alternates for construction of Lincoln Street and 15th Avenue.

Commission Action Report

Title: Informational Items

Proposed Agenda Date: December 7, 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 Up Coming meetings on January 4, 2023.

Commission Meeting :

- Update from Empowerment Ministries
- Legislative Policy
- Approve wide area mower for Golf Course.
- Award Highland Street Reconstruction Project.
- State of The City Speech
- Adjourn Sine Die
- Business Meeting
 - Administer Oath of Office
 - Elect Mayor and Vice Mayor
 - Approve Surety Bonds for City Manager, City Clerk, and City Treasurer.
 - Designate the Emporia Gazette as the Official City Paper.
 - Designate Financial Institutions.
 - Appoint Commission Members to RDA, JEDAC, Recreation Commission, Community Foundation Board, William Allen White Community Partnership, Emporia Enterprises, Visit Emporia, Joint City/County Facilities and Services Community Board.

Study Session :

- Discuss Implement of Rental registration and revisions of the current vacant property ordinance.
- Discuss the Revision of the Human Relations Commission Ordinance.
- Request from Land Bank for Urban Side Park Property.



Commission Action Report

Title: Executive Session

Proposed Agenda Date: December 21, 2022

BACKGROUND:

AN EXECUTIVE SESSION FOR DISCUSSIONS RELATING TO DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS RELATED TO POTENTIAL ECONOMIC DEVELOPMENT PROJECTS. K.S.A. 75-4319(B)(4) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recess into Executive Session to discuss proprietary information of a third party relating to potential economic development projects for 25 minutes and to invite Chuck Scott, RDA President, and stating at which time the open meeting will resume.

ATTACHMENTS:

N/A



Study Session Report

Title: Permitting, Planning, Contractor Licensing, Code Enforcement Software Proposal

Proposed Agenda Date: December 21, 2022

Presented By: Kory Krause/Department Director

BACKGROUND:

When the city first started researching software through Client First, they suggested Emporia's Building and Neighborhood Department try and find a stand-alone program that would encompass permitting, planning, property maintenance, and business licensing, contractor licensing.

Knowing that Emporia's new website would be through CivicPlus, I reached out to CivicPlus due to the fact that they have a software module dedicated to permitting, planning, licensing, and code enforcement. This software module will integrate into our new website effortlessly and be very intuitive for Building and Neighborhood Development, contractors, and the public.

Budgeting is not a concern for this software module due to the fact that CivicGov's software proposal and our current Innoprise Community Development modules are very comparable in price. There will be a one-time implementation payment for the first year and after one year there will be an annual subscription rate.

CivicGov's operating features are exactly what this department is needing currently, and the software is able to grow in the future.

DISCUSSION:

To discuss the proposal and move forward in purchasing new permitting software.

FINANCIAL CONSIDERATIONS:

CivicGov:

First-year investment with data imports, training, and implementation: \$39,750

Year 2 annual recurring: \$31,500

Current Innoprise annual recurring: \$25,628.96

OTHER CONSIDERATIONS:

NA

RECOMMENDED ACTION:

Recommend accepting a proposal from CivicGov for planning, zoning, licensing, and property maintenance software purchase.

ATTACHMENTS:

Proposals and features of the module.
Statement of Work and Agreement.



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POWERED BY CIVICPLUS[®]

Permitting, Planning, Licensing, Code Enforcement and Fire Life Safety Inspection Software Proposal for

Emporia, KS

09/23/2022



Beau Hendrix | Account Executive | beau.hendrix@civicplus.com | 816.805.2844

CP CIVICPLUS[®]

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Executive Summary

This proposal outlines our plan to provide your organization with a professional, end-to-end solution tailored to the needs of permit technicians, building and code enforcement officials, inspectors, fire marshals, homeowners, property owners, contractors, and business owners. On the pages that follow, we provide specific details regarding our professional team, best-in-class features, and proposed approach.

A Modular Solution Designed to Scale

Whether your organization's requirements are simple and straight-forward or more complex and far-reaching, our integrated yet independently modular offering allows us to tailor a solution that fits your needs. Key features that are available as either stand-alone modules or an integrated suite include:

- Permitting – a complete solution to submit, review, approve, and issue permits.
- Planning & Zoning – robust functionality to manage the intricacies of new subdivisions, plats, site plans, and other projects.
- Code Enforcement – process complaints and track violations end-to-end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.
- Fire & Life Safety Inspections – conduct and schedule one-time and cyclical reoccurring inspections across your organization. Generate inspection failure notices and track court appearances.
- Business Licensing – create and manage license applications, renewals, payments, inspections, and contractor credentials
- Value Added Features – premium features and integrations available for ESRI-based GIS systems, Digital Plan Review software, Local/State/Federal Codes, payment providers, and other 3rd party back-office systems.

Why Civicgov?

CivicPlus is committed to making government work better. Our Civicgov permitting, licensing, and code enforcement solution enables civic leaders to do just that. Our Civic Experience Platform allows municipalities to increase revenue and operate more efficiently while generating goodwill with their citizens.

- Built for Ease of Use - Civicgov was designed from the ground up by former government employees who know the permitting, licensing, and code enforcement space inside and out.
- Aggressive Product Roadmap Driven by Customer Feedback – We are committed to ensuring CivicPlus remains a leader in the permitting, licensing, code enforcement, and fire safety space. As such, we intend to invest heavily in product feature improvements. As a Civicgov customer, we need your help and value your input. Your feedback will directly influence our product roadmap and provide additional benefit from this investment.
- Simple, Seamless Integrations – As the newest product to the CivicPlus suite, we are excited about plans to integrate Civicgov with other products including our public website solution (Civic Engage), our 311 and Citizen Request Management Solution (SeeClickFix), our Municipal Code of Ordinances Solution (Municode NEXT), and our payment gateway (CP Pay).

Commitment to Serving You and your Community – not only are we dedicated to supporting you and your staff, but we are also focused on ensuring that Civicgov and all CivicPlus products enable you to create positive civic experiences and build public trust and appreciation.

Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment.

CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Company Headquarters

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Toll Free: 888.228.2233
Fax: 785.587.8951
civicplus.com
Federal Tax ID: 48-1202104

7,500+

local government clients across the
United States and Canada

20+

years of experience with a focus to
help local governments

550+

employees, many with experience in
local government

Recognition



10-time Inc.
5000 Honoree



COMPANY
2016-2021

Technical Support



Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence

CivicGov Team



Brian Gilday, Project Sponsor

Brian is a seasoned local government entrepreneur, business executive and information technology expert. A former U.S. Naval Officer and Management Consultant, he holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis) and an MS in CIS from Boston University. Brian served as an Associate Professor at MIT and BU and was the founder and President of Aha Consulting



Bill Gau, Product Strategy / Consulting

Bill has over three decades of experience in local and federal government including various law enforcement positions. He has expert-level knowledge of community development/land management, permitting and code enforcement operations. Bill has a degree in Criminal Justice and is a certified Novell engineer. He holds instructor level certifications in terrorism/emergency response, information security, and disaster contingency planning. Bill is enthusiastic about helping local government implement software to operate efficiently and increase collaboration with residents and businesses.



Nikki Jackson, Customer Success

Nikki has over three decades experience working in the government technology industry. Including serving as an IT Manager for the Federal government for 26 years. Nikki holds a Bachelor of Science in Management Information Systems from SUNY College at Old Westbury. A dedicated and reliable professional with a strong background in Customer Service Support with a passion for helping others achieve their goals.



Jennifer Balonek, Professional Services

Jennifer brings over two decades of experience working with local governments. She holds a Master in Public Administration, Bachelor in Criminal Justice and several certifications in Computer Science, UX/UI. Jennifer has served for many years as Chairperson of her town's Conservation Board, an advisory board to both the Planning Board and Town Board. Jennifer leads our implementation and professional services team. She is a technology evangelist and innovative problem solver who brings extensive strategy, process improvement, document creation and records management experience.



Travis Bond, Professional Services

Travis is a seasoned implementation and integration professional with two decades of Learning Management, Performance Management, and Position Management experience in the healthcare industry. Travis has a Bachelor of Science in Information Technology, served in the United States Marine Corps doing Avionics for F-18 Hornets, and is big proponent of client advocacy.



Pratik Kumar, Engineering

Pratik provides over two decades of government software development and project management experience. He has a Bachelor of Engineering degree from Birla Institute of Technology, India with a strong background in requirement analysis and process improvement. Prior to working with CivicGov, Pratik worked with PwC as a Project Management Consultant for the Government of Maharashtra, India where he worked on the pilot implementation and statewide rollout of municipal and district level government to citizen services.

References



Town of Mamakating, New York

Population: 12,000

Modules: Permitting, Licensing, Inspections, Code Enforcement

Customer for over 9 years

Contact: Mary Grass | 845-888-3030 | Mary.Grass@mamakating.org



Macon County, Georgia

Population: 14,000

Modules: Permitting, Inspections, Code Enforcement

Customer for over 8 years

Contact: David Parrott | 478-472-7023 | bldginspt@windstream.net



City of Nashua, New Hampshire

Population: 87,000

Modules: Permitting, Planning, Licensing, Code Enforcement, Fire/Life Safety Inspections

Customer for over 6 years

Contact: Jason Toohey | 603-305-2072 | TooheyJ@nashuanh.gov



City of Vancouver, Washington

Population: 161,000

Modules: Fire Marshal Equipment and Inspections, Contractor Management

Customer for over 7 years

Contact: Heidi Scarpelli | 360-487-7202 | Heidi.Scarpelli@cityofvancouver.us

The customers listed below are currently inflight with implementation and can discuss their experience with the implementation process.



City of Portland, Oregon

Population: 652,000

Modules: Permitting, Planning, Licensing, Inspections, Code Enforcement

Ongoing Implementation

Contact: Nate Takara | 503-209-8231 | nate.takara@portlandoregon.gov



Village of Newark, New York

Population: 14,000

Modules: Permitting, Inspections, Code Enforcement

Ongoing Implementation

Contact: Robbin Bremer | 315-226-8105 | rbremer@villageofnewark.com



State of Connecticut Office of State Building Inspector

Population: 3.57 million

Modules: Permitting, Planning, Licensing, Code Enforcement, Fire/Life Safety Inspections

Ongoing Implementation

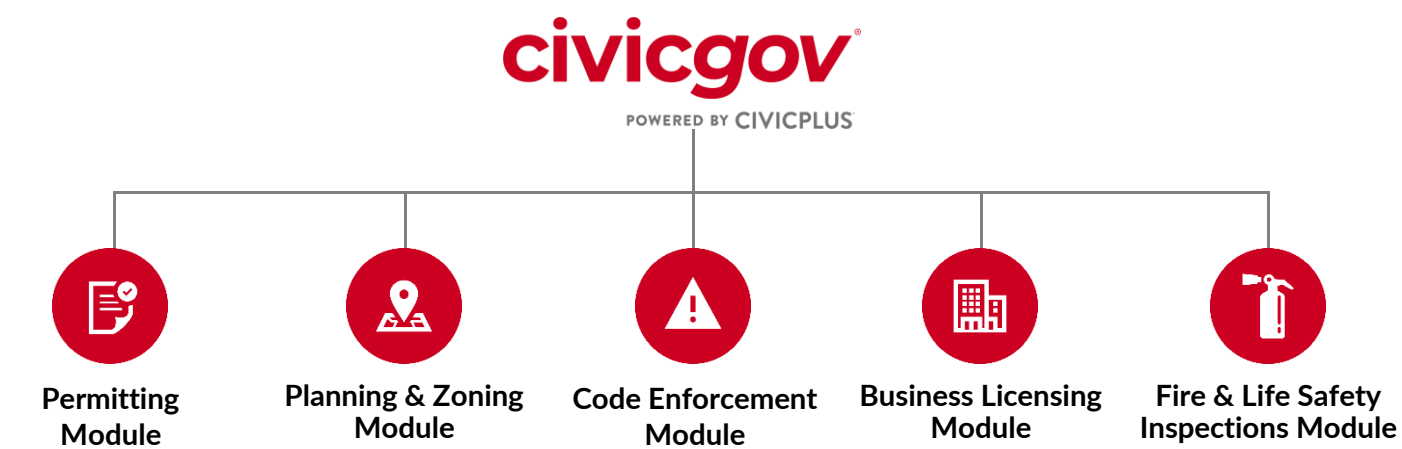
Contact: Darren Hobbs | 860-897-6914 | darren.hobbs@ct.gov

Description of Solution

A Modular Solution Designed to Scale

CivicGov is a cloud-based modular software solution configured to fit your needs. Whether your organization’s requirements are simple and straight-forward or more complex and far-reaching, our integrated yet independently modular offering allows us to tailor a solution that fits your needs.

Modules that are available as either stand-alone solutions or as an integrated suite include:



Permitting	A complete solution to submit, review, approve, and issue permits.
Planning & Zoning	Robust functionality to manage the intricacies of new subdivisions, plats, site plans, and other projects.
Business Licensing	Create and manage license applications, renewals, payments, inspections, and contractor credentials.
Code Enforcement	Process complaints and track violations end-to-end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.
Fire & Life Safety Inspections	Conduct and schedule one-time and cyclical reoccurring inspections across your organization. Generate inspection failure notices and track court appearances.
Value Added Features	Premium features and integrations available for ESRI-based GIS systems, Digital Plan Review software, Local/State/Federal Codes, payment providers, and other 3 rd party back-office systems.



Permitting Module

A complete solution to submit, review, approve, and issue permits.

Included Features

- **Create an unlimited number of permit applications**
 - o Customize types & sub-types (commercial, residential, etc.)
 - o Upload and track application documents and photos
 - o Track standard fields or customer-defined additional fields
- **Manage properties, buildings, and occupants**
 - o Populate system with tax parcels, buildings, and suites
 - o Track permits related to the properties, property owners, contractors, business owners, and occupants
- **Allow online submission of permit applications**
 - o Enable/disable online submittal on a per permit basis
 - o Standardized online template and document upload capability included.
- **Enable end to end review & approval (case management)**
 - o Application reviews – one or more departments
 - o Inspections, Financial Reviews, Board Reviews
 - o Override Routing, Final Approval Authority
- **Schedule and conduct inspections**
 - o Select inspection type, track status, and assign inspectors
 - o Take and store photos of inspection results
 - o Attach codes (local municipal codes, state, federal)
 - o Personalized “Today’s Inspections” area for each inspector
- **Create digital checklists**
 - o Customize checklists based on type and sub-type
- **Collect permit application fees**
 - o Assign fees, generate invoices, and process payments (* requires CP Pay authorized payment gateway)
- **Generate certificates and letters**
 - o Certificates of Occupancy, Certificates of Use, and other standardized templates provided
- **Track contractors, insurance requirements, & contacts**
 - o Ensure contractor insurance requirements are met for a given permit application
 - o Track multiple permit-related points of contact
- **Map Viewer – visualize permits & inspections on maps**
 - o Leaflet viewer with pins for permits and inspections
 - o Requires customer to provide lat./long. tax parcel data
 - o Optional ESRI layer/endpoint integration available
- **Track related projects**
- **Generate reports (CSV, PDF, HTML)**
- **Integrates with other optional CivicGov Modules:**
 - Planning & Zoning, Business License, Code Enforcement, and Fire & Life Safety Inspections

Project Timeline Estimate

A typical permitting project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Requirements	1 week
Configuration & Data Import	4-12 weeks
Testing	1 weeks
Training	1-2 weeks
Go-Live	1 week

Included Project Tasks / Milestones

- ✓ Tax parcel data import
- ✓ Municode Code of Ordinances integration
- ✓ Permit directory setup (permit types and use/sub-types)
- ✓ Department/User setup (1-2 departments / groups, technicians, inspectors, department reviewers, approvers, administrators)
- ✓ Inspection setup
- ✓ Digital checklist setup (5 included)
- ✓ Certificates and letters setup (5 included)
- ✓ Review and approval process setup
- ✓ Public permit directory setup
- ✓ Standardized online permit form setup
- ✓ Payments and fees setup
- ✓ Testing
- ✓ Training
- ✓ Go-Live

Optional Value-Added Features

- GIS Premium (ESRI RESTful integration)
- Mobile App (Offline/Online Inspections)
- ICC Code Repository Integration
- 3rd party API Integrations
- Additional Departments/Groups

Optional Professional Services

- Additional data imports (historical records, contractor data, 3rd party codes, etc.)
- Additional training
- Additional configuration items (Additional custom checklists, certificates, online fillable forms, etc.)
- Custom development



Planning & Zoning Module

Robust functionality to manage the intricacies of new subdivisions, plats, site plans, & other projects.

Included Features

- **Create an unlimited number of master or sub projects**
 - o Customize project types and sub-types (City Council, Planning Comm., Stormwater, Subdivision Adv., ZBA, etc.)
 - o Upload and track project documents and photos
 - o Track standard fields or customer-defined additional fields
- **Manage properties, buildings, and occupants**
 - o Populate system with tax parcels, buildings, and suites
 - o Track projects related to the properties, property owners, contractors, business owners, and occupants
- **Track affidavits, bonds, and escrow accounts**
- **Create notification letters for adjacent properties**
 - o Adjacent/proximity parcel search (requires GIS integration)
- **Issue and track variances**
- **Track project questions and answers**
- **Create and track project meetings**
- **Track related projects**
- **Create digital checklists**
 - o Customize checklists based on type and sub-type
- **Enable end to end review & approval (case management)**
 - o Application reviews – one or more departments
 - o Inspections, Checklists, Financial Reviews, Board Reviews
 - o Override Routing and Final Approval Authority
- **Schedule and conduct inspections**
 - o Select inspection type, track status, and assign inspectors
 - o Take and store photos of inspection results
 - o Attach codes (local municipal codes, state codes, federal)
 - o Personalized “Today’s Inspections” area for each inspector
- **Collect project fees**
 - o Assign fees, generate invoices, and process payments (* requires CP Pay authorized payment gateway)
- **Generate certificates and letters**
 - o Certificates of Occupancy/Use, and other templates
- **Track contractors, insurance requirements, & contacts**
 - o Ensure permit application insurance requirements are met
 - o Track multiple permit-related points of contact
- **Map Viewer – visualize projects on maps**
 - o View map with pins for each project
 - o Requires customer to provide lat./long. tax parcel data
- **Generate reports (CSV, PDF, HTML)**
- **Integrates with other optional CivicGov Modules:**
 - Permitting, Business License, Code Enforcement, and Fire & Life Safety Inspections

Project Timeline Estimate

A typical planning & zoning project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Requirements	1 week
Configuration & Data Import	4-12 weeks
Testing	1 week
Training	1-2 weeks
Go-Live	1 week

Included Project Tasks / Milestones

- ✓ Tax parcel data import
- ✓ Municode Code of Ordinances integration
- ✓ Project directory setup (project types and use/sub-types)
- ✓ Department/User setup (1-2 departments / groups, technicians, inspectors, department reviewers, approvers, administrators)
- ✓ Inspection setup
- ✓ Digital checklist setup (5 included)
- ✓ Certificates and letters setup (5 included)
- ✓ Review and approval process setup
- ✓ Payments and fees setup
- ✓ Testing
- ✓ Training
- ✓ Go-Live

Optional Value-Added Features

- GIS Premium (ESRI RESTful integration)
- Mobile App (Offline/Online Inspections)
- Bluebeam Digital Plan Review integration
- ICC Code Repository Integration
- 3rd party API Integrations
- Additional Departments/Groups

Optional Professional Services

- Additional data imports (historical records, contractor data, 3rd party codes, etc.)
- Additional training
- Additional configuration items (Additional custom checklists, certificates, online fillable forms, etc.)
- Custom development



Business Licensing Module

Create and manage license applications, renewals, payments, inspections, and contractor credentials.

Included Features

- **Track detailed business license records**
 - o Customize business types and sub-types
 - o Upload and track business license documents and photos
 - o Track business license data via standard fields and customer-defined additional fields
 - o Track insurance requirements and expirations
 - o Identify annual vs. temporary licenses
- **Integrates with property management system**
 - o Optionally populate system with tax parcels, buildings, and suites to track business licenses related to each property
- **Allow online submission of business license applications**
 - o Enable new business license applications and renewals
- **Automatically generate license renewal notifications**
 - o customer-defined time intervals
- **Enable end to end review and approval (Case Management)**
 - o Application reviews – one or more departments
 - o Financial Review and Payment
 - o Override Routing
 - o Final Approval Authority
- **Collect business license application fees**
 - o Assign fees, generate invoices, and process payments (* requires CP Pay authorized payment gateway)
- **Schedule one-time & re-occurring inspections**
- **Generate business certificates and letters**
- **Publish public business license directory**
- **Map Viewer – visualize business licenses on maps**
 - o Leaflet viewer with pins for business licenses
 - o Requires customer to provide lat./long. tax parcel data
 - o Optional ESRI layer/endpoint integration available
- **Generate reports (CSV, PDF, HTML)**
- **Integrates with other optional CivicGov Modules:**
Permitting, Planning & Zoning, Code Enforcement, and Fire & Life Safety Inspections

Project Timeline Estimate

A typical business licensing project takes 6-12 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Requirements	1 week
Configuration & Data Import	2-4 weeks
Testing	1 week
Training	1-2 weeks
Go-Live	1 week

Included Project Tasks / Milestones

- ✓ Business directory import (Existing business list)
- ✓ Business license directory setup (Business types, sub-types, insurance requirements, renewal requirements)
- ✓ Department/User setup (1-2 departments / groups, business license reviewers, approvers, administrators)
- ✓ Online business license application form setup
- ✓ Business certificates and letters setup
- ✓ Review and approval process setup
- ✓ Public business license directory setup
- ✓ Payments and fees setup
- ✓ Tax parcel data import (optional)
- ✓ Testing
- ✓ Training
- ✓ Go-Live

Optional Value-Added Features

- ☐ GIS Premium (ESRI RESTful integration)
- ☐ 3rd party API Integrations
- ☐ Additional Departments/Groups

Optional Professional Services

- ☐ Additional data imports (historical records, contractor data, 3rd party codes, etc.)
- ☐ Additional training
- ☐ Additional configuration items (Additional custom checklists, certificates, online fillable forms, etc.)
- ☐ Custom development



Code Enforcement Module

Process complaints and track violations end-to-end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.

Included Features

- **Track detailed complaint and violation records**
 - o Customize complaint/violation types and sub-types
 - o Upload and track application documents and photos
 - o Track complaints/violations via standard data fields or customer-defined additional fields
- **Manage properties, buildings, and occupants**
 - o Populate system with tax parcels, buildings, and suites
 - o Track complaints and violations related to properties, property owners, contractors, business owners, and occupants
- **Submit Complaints and Violations online or manually**
 - o Online public submission
 - o Manual staff submission (walk ins, phone, email requests)
- **Conduct on demand and pre-scheduled inspections**
 - o Select inspection type, track status, and assign inspectors
 - o Take and store photos of inspection results
 - o Personalized "Today's Inspections" area for each inspector
- **Schedule inspections**
- **Cite code violations**
 - o Reference local municipal/zoning code, state code, national code repositories
- **Track court hearings**
 - o Hearing date/time, ticket/docket #, judge, notes
- **Issue fines and collect payment**
 - o Assign fees, generate invoices, and process payments (* requires CP Pay authorized payment gateway)
- **Enable end-to-end review and approval (Case Management)**
 - o Track from initial inspection, notice of violation, re-inspection, citation processing, court proceedings, and final resolution
- **Generate citation notices of violation / citation letters**
 - o Send via email or certified mail
- **Map Viewer – visualize complaints & violations on maps**
 - o View map with pins for complaints and violations
 - o Requires customer to provide lat./long. tax parcel data
 - o Optional ESRI layer/endpoint integration available
- **Generate reports (CSV, PDF, HTML)**
- **Integrates with other optional CivicGov Modules:**
Permitting, Planning & Zoning, Business License, and Fire & Life Safety Inspections

Project Timeline Estimate

A typical code enforcement project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Requirements	1 week
Configuration & Data Import	4-12 weeks
Testing	1 week
Training	1-2 weeks
Go-Live	1 week

Included Project Tasks / Milestones

- ✓ Tax parcel data import
- ✓ Municode Code of Ordinances integration
- ✓ Complaint/violation setup (Types and sub-types)
- ✓ Department/User setup (1-2 departments / groups, technicians, inspectors, department reviewers, approvers, enforcement officials, administrators)
- ✓ Inspection setup
- ✓ Digital checklist setup (5 included)
- ✓ Certificates and letters setup (5 included)
- ✓ Review and approval process setup
- ✓ Payments and fees setup
- ✓ Online public complaint form setup
- ✓ Testing
- ✓ Training
- ✓ Go-Live

Optional Value-Added Features

- GIS Premium (ESRI RESTful integration)
- Mobile App (Offline/Online Inspections)
- ICC Code Repository Integration
- 3rd party API Integrations
- Additional Departments/Groups

Optional Professional Services

- Additional data imports (historical records, contractor data, 3rd party codes, etc.)
- Additional training
- Additional configuration items (Additional custom checklists, certificates, online fillable forms, etc.)
- Custom development



Fire & Life Safety Inspections Module

Conduct and schedule one-time and cyclical reoccurring inspections across your organization.
Generate inspection failure notices and track court appearances.

Included Features

- **Schedule and conduct fire & safety inspections**
 - o Select inspection type, track status, and assign inspectors
 - o Take and store photos of inspection results
 - o Attach codes (local municipal codes, state codes, federal) to inspection records
 - o Personalized "Today's Inspections" area for each inspector
- **Manage properties, buildings, and occupants**
 - o Populate system with tax parcels, buildings, and suites
 - o Track inspections related to the properties, property owners, contractors, business owners, and occupants
- **Create digital checklists**
 - o Customize checklists based on inspection type and sub-type
- **Schedule one-time and recurring inspections**
- **Collect inspection fees**
 - o Assign fees, generate invoices, and process payments (* requires CP Pay authorized payment gateway)
- **Enable end to end review & approval (Case Management)**
 - o Inspection reviews – one or more departments
 - o Financial Reviews, Board Reviews
 - o Override Routing
 - o Final Approval Authority
- **Generate certificates and letters**
 - o Standardized templates provided
- **Map Viewer – visualize inspections on maps**
 - o View map with pins for inspections for each property
 - o Requires customer to provide lat./long. tax parcel data
 - o Optional ESRI layer/endpoint integration available
- **Generate reports (CSV, PDF, HTML)**
- **Integrates with other optional CivicGov Modules:**
Permitting, Planning & Zoning, Business License, and Code Enforcement.

Project Timeline Estimate

A typical fire & safety inspection project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Requirements	1 week
Configuration & Data Import	4-12 weeks
Testing	1 week
Training	1-2 weeks
Go-Live	1 week

Included Project Tasks / Milestones

- ✓ Tax parcel data import
- ✓ Municode Code of Ordinances integration
- ✓ Complaint/violation setup (types and sub-types)
- ✓ Department/User setup (1-2 departments / groups, technicians, inspectors, department reviewers, approvers, enforcement officials, administrators)
- ✓ Inspection setup
- ✓ Digital checklist setup (5 included)
- ✓ Certificates and letters setup (5 included)
- ✓ Review and approval process setup
- ✓ Payments and fees setup
- ✓ Online public complaint form setup
- ✓ Testing
- ✓ Training
- ✓ Go-Live

Optional Value-Added Features

- ☐ GIS Integration
- ☐ Mobile Application for Offline Inspections
- ☐ ICC Code Repository integration
- ☐ 3rd party business system Integrations
- ☐ Additional Departments/Groups

Optional Project Setup & Configuration Tasks

- ☐ Historical data import (complaints/violations, buildings/suites, contractors, 3rd party municipal codes, etc.)
- ☐ Additional certificates and letters
- ☐ Additional digital checklists

Ongoing Support

Around-the-Clock Service and Support

With technology, unlimited support is crucial. Our live support engineers based in the United States are ready to answer your staff members' questions and ensure their confidence

Award-Winning

The CivicPlus Technical Support Team has been honored with two Silver Stevie Awards and four Bronze Stevie Awards, which are the world's top honors for customer service, sales professionals, and more.



2021 Support Metrics

We responded to over 100,000 tickets with an overall Customer Satisfaction Score of 95.7%. Our team resolved over 70% of tickets in One Touch and our average phone response time was under 8 minutes.

Technical Support

Technical support personnel are available via phone and email 7 a.m. – 7 p.m. (CST) Monday-Friday (excluding holidays). We provide 24/7 emergency support for named points of contact and a 4-hour response time during normal hours. In addition, we provide online self-service help with the CivicPlus Help Center

Data Center

CivicPlus hosts CivicGov in a secure data center. The data center is staffed 24x7x365.

Site Monitoring, Site Recovery, and Guaranteed Uptime

CivicPlus leverages auto-monitoring tools to proactively detect and identify server performance and alert us of potential issues. In the unlikely event we encounter a critical issue, our engineering team will act promptly and provides regular status updates via our Help Center's online status page. CivicPlus guarantees a web server uptime of 99.9 percent.

Security

CivicPlus leverages third party experts to conduct security and penetration tests on a periodic basis to proactively validate product security against the latest attack vectors and implement corrective actions as needed. CivicGov conducted its most recent tests in 2021 and included automated and manual tests for both unauthenticated (i.e., without login) and authenticated users. CivicGov is SSL encrypted to secure data transmission. In addition, CivicGov restricts user access via role-based permissions. The application requires users to log in with a unique user ID and password. We also support two-factor authentication using Google Authenticator and Microsoft Authenticator.

The CivicPlus Help Center

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Project Pricing

Proposed Solution Estimate	One-Time Fees	Year 1 Annual	Total Year 1 Investment	Year 2 Annual Recurring*
Permitting Module	\$3,000	\$6,000	\$9,000	\$6,300
Planning & Zoning Module	\$3,000	\$6,000	\$9,000	\$6,300
Business Licensing Module	\$3,000	\$6,000	\$9,000	\$6,300
Code Enforcement Module	\$3,000	\$6,000	\$9,000	\$6,300
GIS ESRI RESTful Integration: initial endpoint (land + building layer)	\$1,000	\$2,000	\$3,000	\$2,100
CP Pay- Forte	\$0	\$0	\$0	\$0
ICC Code Integration*	\$1,000	\$2,000	\$3,000	\$2,100
Mobile App (Offline/Online Inspections)	\$1,000	\$2,000	\$3,000	\$2,100
Historical Data Import - Permits	\$2,000	N/A	\$2,000	N/A
Historical Data Import - Planning & Zoning	\$2,000	N/A	\$2,000	N/A
Historical Data Import - Code Enforcement	\$2,000	N/A	\$2,000	N/A
Historical Data Import - Business Licensing	\$2,000	N/A	\$2,000	N/A
Sub Total	\$23,000	\$30,000	\$53,000	\$33,075
Discount	\$5,750	\$7,500	\$13,250	
Total	\$17,250	\$22,500	\$39,750	\$31,500

*Annual Recurring Services shall be subject to a 5% annual increase beginning year 2.

This proposal is valid for 90 days.

The above pricing reflects our proposed solution based on our understanding of your requirements. This proposal can be easily modified to add or remove features to best fit your needs. Please refer to the detailed price sheet below.

Detailed Price Sheet		One-Time Fees	Year 1 Annual	Total Year 1 Investment	Year 2 Annual Recurring
Core Modules	Permitting	\$3,000	\$6,000	\$9,000	\$6,300
	Planning & Zoning	\$3,000	\$6,000	\$9,000	\$6,300
	Code Enforcement	\$3,000	\$6,000	\$9,000	\$6,300
	Business Licensing	\$3,000	\$6,000	\$9,000	\$6,300
	Fire & Life Safety Inspections	\$3,000	\$6,000	\$9,000	\$6,300
Additional Value Added Features	Additional Departments/Groups Set Up (Cost per dept/group)	\$2,000	\$4,000	\$6,000	\$4,200
	Mobile App (Offline Inspections)	\$1,000	\$2,000	\$3,000	\$2,100
	ICC Code Integration*	\$1,000	\$2,000	\$3,000	\$2,100
	Bluebeam Digital Plan Review integration*	\$1,000	\$2,000	\$3,000	\$2,100
	3rd party API integrations* +	\$1,000	\$2,000	\$3,000	\$2,100
	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	\$1,000	\$2,000	\$3,000	\$2,100
	GIS ESRI RESTful Integration: additional endpoint/layer	\$250	\$500	\$750	\$525
Additional Professional Services	Additional Data Imports (per record type)	\$2,000	n/a	\$2,000	n/a
	Additional Online Training (per 1 hour session)	\$200	n/a	\$200	n/a
	Additional Configuration Items (per item) (Additional custom checklists, letters, certificates, online fillable forms, etc.)	\$200	n/a	\$200	n/a

* Customer is responsible for licenses to 3rd party products, CivicPlus not responsible for changes to 3rd party product terms and conditions.

+ Pricing pertains to existing pre-built API integrations. Custom, 1st time integrations require custom quote.

Customer Responsibilities

Successful project implementation is a shared responsibility between CivicPlus and our customers. As such, we request the following customer commitments to help ensure project success.

- Designated Project Lead: The customer will assign a Project Lead who acts as a single point of contact for project discussions. This person will be responsible for coordinating the schedules of other project stakeholders.
- Designated Decision Maker: The customer will assign one person who will act as the "ultimate decision maker" in situations where consensus among the organizational team members cannot be reached. The customer will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- Timely Access to Organizational Data: The customer is responsible for providing complete and accurate organizational data (tax parcels, users, contractors, historical records, ESRI endpoints, etcetera) in pre-approved formats and in a timely manner. This is critical to successful project initiation.
- 3rd Party Products and Services: The customer acknowledges that CivicPlus does not have control over 3rd party products and services (e.g., ESRI, Digital Plan Review software, ICC, NFPA, payment providers, etc.). CivicPlus is not responsible for 3rd party decisions related to changing terms and conditions or APIs. Should changes to 3rd party services adversely impact product features and functions, CivicPlus and the customer agree to work together to develop the best resolution in a timely matter.

Terms*

- Any signed Statement of Work ("SOW") related to this proposal shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement>.
- Any signed SOW related to this proposal shall remain in effect for an initial term equal to 365 days from date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- The Total Investment - Year 1 will be invoiced as follows: a. Upon signing any SOW related to this proposal, fifty percent (50%) of the Total Investment Year 1 Fees; b. The earlier of 180 days from signing or upon completion of CivicGov Implementation (completion of training), the remaining fifty percent (50%) of the Total Investment Year 1.
- Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support, and maintenance services, shall be subject to a 5% annual increase beginning year 2. Client will pay all invoices within 30 days of the date of such invoice.

* Terms are subject to change based on customer need and final project scope discussions.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29501-1

Date:

9/19/2022 4:15 PM

Expires On:

12/18/2022

Client:

EMPORIA, KANSAS

Bill To:

EMPORIA, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beau Hendrix	x	beau.hendrix@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	Historical Import of Permit Data	One-time	USD 1,500.00
1.00	CivicGov Permitting Annual	CivicGov Permitting Annual	Renewable	USD 6,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,500.00
1.00	CivicGov Permitting	CivicGov Permitting	One-time	USD 2,250.00
1.00	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	Historical Import of Planning Data	One-time	USD 1,500.00
1.00	CivicGov Planning & Zoning Annual	CivicGov Planning & Zoning Annual	Renewable	USD 6,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,500.00
1.00	CivicGov Planning & Zoning	CivicGov Planning & Zoning	One-time	USD 2,250.00
1.00	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	Historical Import of Business License Data	One-time	USD 1,500.00
1.00	CivicGov Business Licensing Annual	CivicGov Business Licensing Annual	Renewable	USD 6,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,500.00

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Business Licensing	CivicGov Business Licensing	One-time	USD 2,250.00
1.00	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	Historical Import of Code Enforcement Data	One-time	USD 1,500.00
1.00	CivicGov Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable	USD 6,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,500.00
1.00	CivicGov Code Enforcement	CivicGov Code Enforcement	One-time	USD 2,250.00
1.00	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual	Renewable	USD 2,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -500.00
1.00	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	One-time	USD 750.00
1.00	CivicGov ICC Code Integration Annual	CivicGov ICC Code Integration Annual	Renewable	USD 2,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -500.00
1.00	CivicGov ICC Code Integration	CivicGov ICC Code Integration	One-time	USD 750.00
1.00	CivicGov Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	Renewable	USD 2,000.00
1.00	CivicGov Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -500.00
1.00	CivicGov Mobile App (Offline Inspections)	CivicGov Mobile App (Offline Inspections)	One-time	USD 750.00
1.00	CivicGov Pay - Forte	CivicGov Pay - Forte		USD 0.00
1.00	CivicGov Pay Annual Fee - Forte	Pay Annual maintenance and support fee	Renewable	USD 0.00
1.00	CivicGov Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 0.00

List Price - Year 1 Total	USD 57,500.00
Total Investment - Year 1	USD 39,750.00
Annual Recurring Services (Subject to Uplift)	USD 30,000.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the EMPORIA, KANSAS Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Study Session Report

Title: Discuss Legislative Policy

Proposed Agenda Date: December 21, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The Emporia City Commission annually adopts its legislative position paper detailing the City's goals for the State Legislature during the upcoming legislative session. The City has also traditionally participated in the joint Emporia and Lyon County area statement prepared by the Government Matters Committee.

DISCUSSION:

After input at study session, staff will incorporate the Commission's goals into a 2023 Legislative Policy Statement for your consideration at the January 4, 2023 meeting.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

- City of Emporia 2022 Legislative Policy Statement
- 2023 Joint Legislative Statement for Emporia and Lyon County Area by the Chamber of Commerce Government Matters Committee
- LKM 2023 Statement of Municipal Policy.

CITY OF EMPORIA
2022 LEGISLATIVE POLICY STATEMENT

HOME RULE - We believe the governing of public affairs should be as close to the people as possible and that Home Rule is essential to vigorous, effective and responsible local government under our representative system. Home Rule is crucial to the continued ability of locally elected officials to solve problems in ways most appropriate to local needs and conditions. Legislation which affirms the ability to pass local laws on the same subject is strongly supported.

FUNDING LOCAL GOVERNMENT - Revenue streams designated for specific state aid programs should be directed to those programs without reallocating revenues to the state. Legislative action reducing local revenues must be matched with action to replace the reduced funds.

KDOT - The City supports full restoration of KDOT funding. State highway funds should be used for highway improvements only. The City-County Highway Fund is essential to maintaining local roads and should be fully funded. The City also supports increasing the amount of State funding which supports maintenance of State highways within city limits.

STATE - LOCAL SPENDING LID - Controlling growth of governmental spending is of vital interest to everyone. Arbitrary spending limits that restrict the authority of locally elected officials to make decisions in the best interest of the community should be opposed.

PUBLIC EDUCATION - We believe the state legislature should provide balanced education funding with continued support for K-12, job training, technical colleges and our state universities. Coordination of higher education programs should be encouraged. To support a strong economic future we need a prepared workforce.

HIGHER EDUCATION - The City supports both ESU and the Flint Hills Technical College on their legislative issues and agendas. The City supports increased state funding for higher education in Kansas. Investment in higher education is investment in Kansas cities.

SALES TAX FAIRNESS – We are supportive of initiatives to eliminate sales tax on food at a state level. Should the state eliminate state sales tax on food, we believe municipalities should retain the ability to tax sales of food as food tax generates twenty to twenty-five percent of the total sales tax revenue in the City of Emporia.

BUDGETING - The statutory timetable for budget preparation, publication, hearing, adoption and certification should be extended by at least one month. The increasingly efficient methods of communication and data transmission should allow such an extension without an undue impact upon county offices and would help ensure the municipality's receipt of accurate assessed valuation information.

EMS/HOSPITAL FUNDING - Emergency medical services and public hospitals must provide medical services without regard to ability of patients to pay. The expansion of Medicaid in Kansas would allow medical providers to be at least partially compensated for some medical services to economically disadvantaged citizens. We support the expansion of Medicaid in Kansas.

ECONOMIC DEVELOPMENT – We support the Department of Commerce economic development and workforce development incentives including Rural Housing Incentive Districts, the PEAK program and the HPIP program.

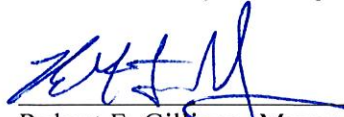
KPERS – The City supports the continued commitment to stabilize and fully fund the Kansas Public Employees Retirement System (KPERS).

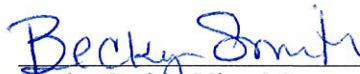
COUNTYWIDE SALES AND USE TAXES – We support maintaining the existing city-county revenue sharing formula which benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

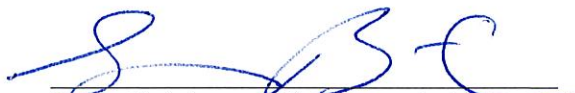
PROPERTY TAX EXEMPTIONS – We support a broad tax base and believe existing property tax base should be protected. We encourage the legislature to resist any proposal for industry specific exemptions.

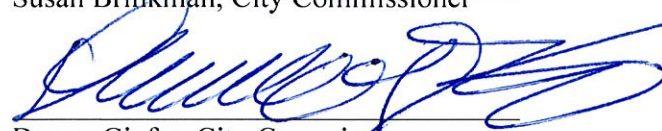
HOUSING - The lack of quality, affordable housing in the city and across the state creates an impediment to growth and economic development. We support programs that encourage access to quality housing, including but not limited to, the recommendations of the State Housing Study.

APPROVED by the Emporia City Commission, this 5th day of January 2022.


Robert F. Gilligan, Mayor


Becky Smith, Vice-Mayor


Susan Brinkman, City Commissioner


Danny Giefer, City Commissioner


Jamie Sauder, City Commissioner

“Moving Forward Together!” -

2023 Joint Legislative Statement for the Emporia & Lyon County Area

List of partners and area map

Safe, Diverse, and Inclusive Communities

Emporia and Lyon County support safety and inclusion for all. The population of our communities is diverse, and we celebrate those differences.

Tax Policy

Emporia and Lyon County residents recognize the importance of a balanced and fair tax policy for our State. Tax policy can drive job growth and recruit new businesses by building excellent infrastructure, providing high quality education, and enhancing the health and quality of life for our citizens.

Education

Education is essential to the vitality and dynamism of the Emporia – Lyon County community. To ensure equity, every public-school student in Kansas deserves an opportunity to a high-quality education preparing them to be college and career ready. We support the requests of the Kansas Board of Regents to restore funding for public universities, community colleges, and technical colleges to pre-pandemic levels

For Pre-K to 12: We ask the Kansas Legislature to:

- Fully fund the school finance formula, including CPI; 3-year commitment to Education funding so that districts can be judicious in financial planning. This also supports economic development
- Fully fund Early Childhood and Special Education to 92 percent of the excess costs
- Maintain sustainable funding for KPERS
 - Increase benefits to Tier 3 employees to help retain current employees.
 - Due to staff shortages, allow work after retirement.

For Higher Education: We ask the Kansas Legislature to:

- Continue to support the Excel in CTE Funding to support technical education in the region
- Support extending the one-time Capital Outlay increase to technical colleges to respond to infrastructure and facility maintenance needs
- Support the Kansas Association of Technical Colleges request for a base grant to support technical education operational needs

- Consider expansion of deferred maintenance funds to the 2-year college sector
- Invest in “Building a Talent Pipeline” initiative that will support improved outcomes for the State’s college going rate, student retention, and graduate rates, as well as assist with recruitment and retention of quality faculty and staff
 - Implementation of the National Institute of Student Success Academic Playbooks to Improve Student Outcomes
 - Support of the universities’ Strategic Enrollment Management and student recruitment initiatives
 - Support funding for targeted programs that help keep students in Kansas through internships or similar programs.
- Expansion of the Regents’ Distinguished Faculty to recruit and retain faculty and staff
- Protect the State’s investment in state universities’ operations by increasing base operating support to protect against inflation
- Continue the State’s investment in cybersecurity and information technology infrastructure
- Continue the State’s investment in the Board of Regents’ capital renewal initiative, including allocation of funds specifically for the demolition of obsolete facilities
- Invest in ESU programmatic initiatives that will attract and retain students including:
 - SMaRT Kansas 21: Science and Math Recruitment of Teachers in Kansas for the 21st Century
 - Prophet Aquatic Research and Outreach Center programming
 - Creation of a Cybersecurity Center (academic programming)

Health Care

High quality, affordable health care is essential for a thriving and healthy community. We support primary and specialty care, behavioral health, dental care, public health and various wellness initiatives that ensure sufficient funding for providers.

We ask the Kansas Legislature to:

- Support a continuation of Medicaid to allow telemedicine parity for treatment by telephone and televideo with equivalent reimbursement as an office visit in both Rural Health Clinic and non-Rural Health Clinic settings.
- Support Medicaid Expansion to maximize available federal funding.

- Support Medicaid to allow Community Health Worker Program services with equivalent reimbursement as an office visit in both Rural Health Clinic and Non-Rural Health Clinic settings.
- Fund rural recruitment efforts and incentives in the health care industries to assist in retaining and keeping a quality workforce. (Ex. 79-32,267. Tax credit for certain taxpayers domiciled in a rural opportunity zone, Student Loan Repayment Assistance.)
- Restore state psychiatric inpatient capacity.
- Protect 340B program that affords health centers and other safety net providers the ability to purchase pharmaceuticals at deep discounts. Health Centers use these savings to expand access to needed healthcare services, whether through passing along discounts to patients, investing in new equipment and services delivered by staff – such as care coordinators, whose activities are essential, but typically not reimbursed by insurers or other payors.

Economic Development

The most pressing issue facing our business and industry is the difficulty recruiting and retaining employees. The state must become a partner in assisting our communities to address issues such as affordable housing and childcare. Both are critical for the recruitment and retention of employees and for the growth of our business and industry.

We ask the Kansas Legislature to:

- Fully fund and implement incentive programs such as PEAK, HPIP, CDBG, STAR, ROZ, and JCF which are critical to the recruitment of new and expansion of existing businesses.
- Support the Kansas Department of Commerce efforts to push forward with implementation of the Kansas Framework for Growth. The plan's focus on regional industry sectors reflects important geographic differences, changing demographics, and economic trends.
- Create targeted incentive policies that reward new job creation, higher wages, and capital investment tied to local performance standards that are identified in the Kansas Framework for Growth.
- Continue funding for small business development and entrepreneurship programs like Network Kansas, Kansas Manufacturing Solutions, and the Small Business Development Centers.
- Support the federal Small Business Innovation Research program as a major source of early state business capital. This is key to support small and microbusinesses that are critical to the Kansas economy.

- Support local control over the use of TIF, CID, TDD, IRB, and tax abatements which require detailed knowledge about the local economic climate and tax environment.
- Continue efforts to review regulations that outline application processes, eligibility requirements, and fees for economic development programs. Streamlining program requirements and lowering fees creates a more level playing field for Kansas businesses of all sizes.
- Create programs that focus on work-ready skill training and removing barriers to employment as outline in Kansas Chamber's *The Challenge to Compete – Kansas Workforce 2020* report
- Create policies that allow more companies to qualify for the Kansas Child Day Care Assistance Credit.
- Support providing benefits to employers offering workplace childcare assistance and increasing qualifying activities.
- Create a property tax exemption for all in-home and center-based licensed childcare facilities.
- Support creation of a Child Care Business Incentive Grant and Child Care Challenge Funding like the ones offered in the State of Iowa.
- Develop funding for training initiatives focused on improving remote worker skills.
- Support the creation of incentives that encourage Kansas businesses to hire in-state remote workers.
- Support efforts to expand broadband throughout the state utilizing the Office of Broadband Development within the Kansas Department of Commerce as a clearinghouse to leverage opportunities and facilitate conversations between service providers and users.
- Support reinstating the Sales Tax Project Exemption benefit to encourage capital investment and new construction instead of having a company undergo an IRB issuance simply to become eligible for the sales tax exemption.
- We support the creation of a State low interest revolving loan fund to finance development in Rural Housing Incentive Districts and the creation of legislation that results in increased housing statewide based on the 2021 statewide housing study.

Transportation

We support fully funding the Eisenhower Legacy Transportation program and will work as a partner in our regional projects. Lyon County has 301 bridges, ranking 2nd in the state. Current major transportation projects include major improvements at the Emporia Municipal Airport and construction of transcontinental double tracks by BNSF.

The expansion of broadband into our rural areas is also vital to the growth and prosperity of our citizens.

We ask the Kansas Legislature to:

- Fund the Eisenhower Legacy Transportation Program (IKE) that provides a responsive framework for the state's future through a holistic approach that includes economic development and broadband expansion as primary factors for consideration.
- Participate in the expansion of broadband into our rural areas.



2023 Statement of Municipal Policy



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Mission Statement

The mission of the League shall be to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.

GOVERNING BODY



President

J. Michael Wilkes
City Manager, Olathe



Vice President

Troy Tabor
Council Member, Andover

Past Presidents

Mike Boehm, Mayor, Lenexa
Sara Caylor, Commissioner, Ottawa
Daron Hall, City Manager, Pittsburg
David McDaniel, Mayor, Ellis
Terry Somers, Mayor, Mount Hope

Directors

Bob Becker, Commissioner, Stockton
Thomas Brown, Mayor, McPherson
Roy Cessna, Mayor, Garden City
Branden Dross, City Manager, Herington
Tyrone Garner, Mayor, Unified Government
of Wyandotte County/Kansas City
Nick Hernandez, City Manager, Dodge City
Katie Jackson, City Attorney, Manhattan
Jenny Landers, Mayor, Otis
Amy Lange, City Manager, Concordia
Ty Lasher, City Manager, Bel Aire
Stan Luke, Mayor, Burlington
Michael Padilla, Mayor, Topeka
Christy Pyatt, City Clerk, Greensburg
Curt Skoog, Mayor, Overland Park
Austin St. John, City Administrator, Marysville
Brandon Whipple, Mayor, Wichita

Interim Executive Director

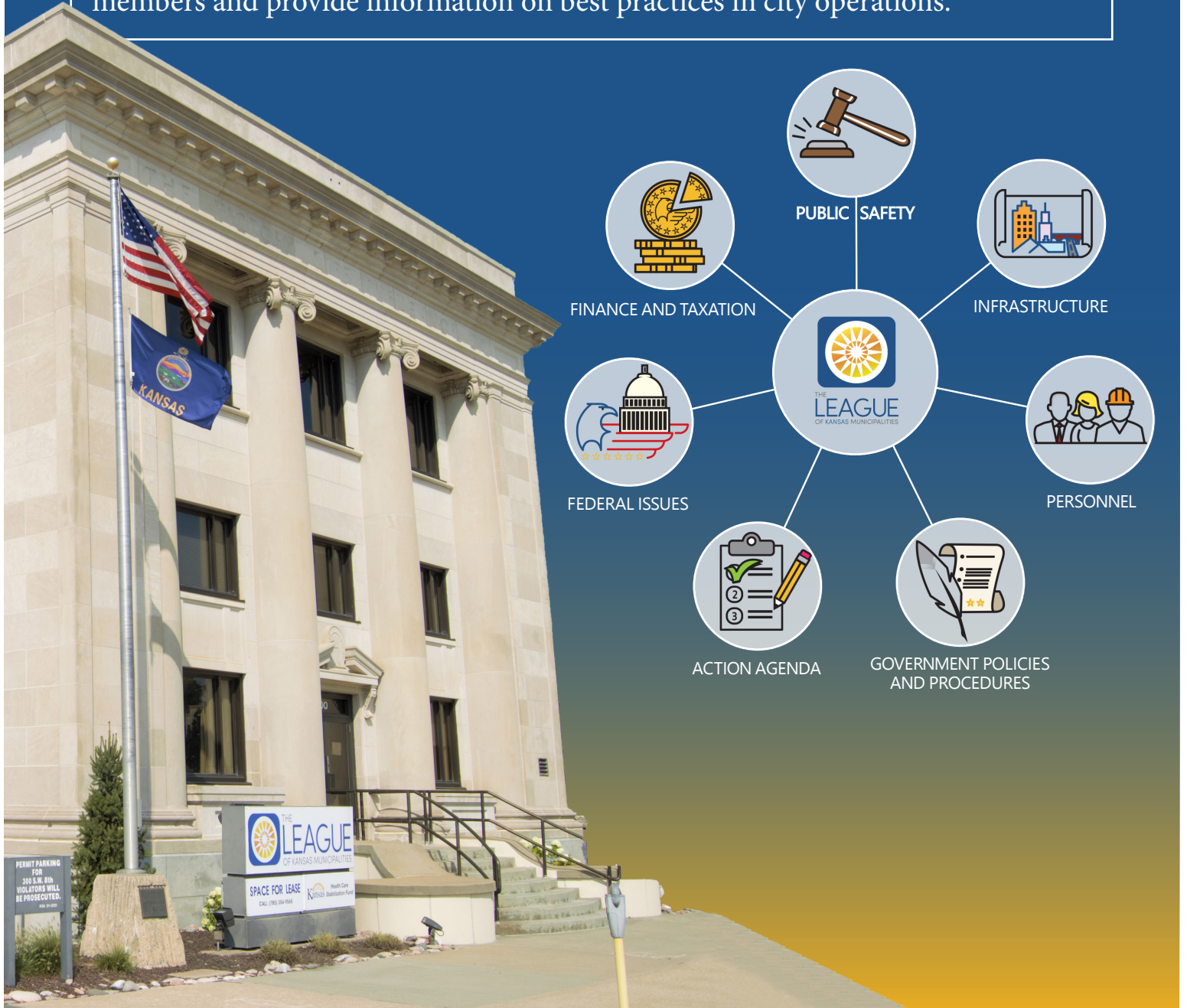
John Deardoff



ABOUT THE LEAGUE

SUPPORTING KANSAS CITIES

The League of Kansas Municipalities is a membership association that advocates on behalf of cities, offers training and guidance to city appointed and elected officials, and has a clear purpose of strengthening Kansas communities. Since 1910, the League has been a resource for cities across Kansas and has acted as a body to share ideas, facilitate communication between members and provide information on best practices in city operations.





LEGISLATIVE PRIORITIES

The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. Over 84% of Kansans live in an incorporated city. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative priorities for 2023:

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work on making government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.

HOUSING. The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing.

SALES TAX REVENUE IN STAR BOND DISTRICTS. The reduction and elimination of the state food sales tax threatens the financial success and viability of existing STAR Bond project districts that include groceries by eliminating a source of revenue pledged to repay the bonds. We support creation of a long-term funding mechanism to ensure state reimbursement of lost funds caused by the reduction and elimination of the state share of food sales tax in impacted STAR Bond districts.

WATER. Access to water is paramount for the continued growth and viability of our communities. Government at all levels should aggressively pursue the conservation, protection, and development of current and future water supplies to ensure access to clean, safe, and affordable water for all Kansas residents. We support state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources.



FINANCE & TAXATION

An adequate source of revenue is necessary to fund the essential services of city government. Each city is unique in both services provided and the ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.

TAX/SPENDING LID. Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

TAX POLICY. The League supports the long-established philosophy of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide the services citizens want and need. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work to make government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

PROPERTY TAX EXEMPTIONS. We support a broad tax base and believe the existing property tax base should be protected. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment and the exemption should not be expanded. The legislature should actively review existing exemptions to determine if they should continue or be repealed.

PROPERTY VALUATION. We support appraisals based on fair-market value as historically used in Kansas. We oppose any caps in property valuations and limitations on valuation methods that shift the property tax burden, benefiting one category of property to the detriment of all others, as unconstitutional and inequitable.

LAVTR. The state legislature, as required by Kansas statutes, should help to relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

TAXES PAID UNDER PROTEST. Due to the effect that taxes paid under protest and large property tax exemptions can have on cities, the state and the county where the city is located should be required to notify cities when taxes, including compensating use and ad valorem taxes, are paid under protest or a large tax exemption is filed so that cities have accurate data when making budgetary decisions.

MANDATORY SPENDING. We oppose any law that requires a city spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

SALES TAX. Kansas should have a broad sales tax on all goods and services. Cities should be able to impose voter-approved local sales taxes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.



ALTERNATIVE REVENUE SOURCES. Cities should be authorized to approve alternative revenue sources in order to maintain appropriate levels of funding for the health, safety and welfare of our citizens.

BUDGET TIMELINE. The current statutory framework for the adoption of municipal budgets makes it difficult for cities to plan for budgets that must be presented to governing bodies five months before the start of the fiscal year. We support legislation to allow the adoption of City budgets by November 30.

FINANCE POLICIES. Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

EMS/HOSPITAL FUNDING. Municipal hospitals and emergency medical services (EMS) are challenged in meeting their communities' needs. We support the expansion of Medicaid in Kansas to allow such entities access to federal funding, helping cities maintain and provide critical services for their citizens. If the legislature fails to approve Medicaid Expansion, additional state funding needs to be made available to rural hospitals in order to retain businesses and their employees and sustain the health and lives of Kansans.

UNFUNDED MANDATES. We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

CITY AND COUNTY REVENUE SHARING. The State Legislature should fund existing city and county revenue sharing programs as required by Kansas statutes.

TELECOMMUNICATIONS TAXES. We support cities' continued ability to impose and collect taxes and fees on telecommunications providers.

FEDERAL LOAN PROGRAMS. We support changes to allow local governments to participate directly in federal loan programs.

BANKING AND INVESTMENT RESTRICTIONS. We support maximum banking and investment choices for local government. At a minimum, all cities, counties and school districts should have the same banking and investment authority the state has granted to itself.

LIBRARY FUNDING. We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library's eligibility for state funding.





PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are costlier and less efficient, government at all levels should cooperate in the development of health and safety programs.

LAW ENFORCEMENT AND PUBLIC SAFETY. We believe cooperative efforts, rather than state and federal mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.

ASSET FORFEITURE. We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

MUNICIPAL COURT. Municipal courts serve a vital role protecting an individual's right to equal protection under the law following arrest or detainment. We support the local control of, and judicial authority of, municipal courts. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, shall be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

EMERGENCY 911 SERVICES. Cities and counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications. We support legislation providing flexibility for local governments to utilize these funds to provide emergency services. 911 funds should not be diverted by the legislature for other uses.

EMERGENCY MANAGEMENT. Because cities play a crucial role in effective emergency management, implementation strategies must promote cooperative efforts between federal, state and local governments. Changes to the Emergency Management Act should consider the role of the city in responding to disasters.

MEDICAL CHARGES. The cost of health care services for prisoners and individuals in custody is a growing concern for cities. We strongly believe the first person responsible for the payment of medical costs should be the individuals in custody. Another needed change, to begin addressing these costs, is to clarify that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between all state and local law enforcement agencies.

LAW ENFORCEMENT DISCRETION. We support local governments' discretion in establishing law enforcement vehicle pursuit policies and the ability of law enforcement officers to use discretion in determining when to make an arrest.

SERVICE ANIMAL FRAUD. We recognize the important role service animals play for the disabled community. The use of such animals is being tainted by service animal fraud. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting their animal is a service animal in order avoid vicious animal, exotic, livestock, or breed-specific ordinances.





ALCOHOL & CMB REGULATION. We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments. Additionally, we support changes to the common consumption statutes to allow more local control regarding the necessity of street closure.

MEDICAL MARIJUANA. The legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not allow residential grow operations of any sort. In addition, Kansas should delay implementation to give time to study any issues that might result from the passage of medical marijuana legislation.

FIREARMS AND WEAPONS. We support the local regulation of firearms and weapons.

HOMELAND SECURITY. First responders at the local level serve as the front-line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security.

REGULATION. Any regulation should balance the costs to the benefit of the regulation. Existing regulations that no longer pass this balancing test should be repealed.

CYBERSECURITY. Organizations of every size constantly face cyber-related incidents. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state government to determine best practices and policies for municipal implementation.

SCRAP METAL. Cities are currently preempted from regulating scrap metal. We support a narrowing of this preemption so that cities can address issues at the local level.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.





INFRASTRUCTURE

Cities construct, manage, operate and maintain numerous infrastructure components that provide a high quality of life. Infrastructure involving transportation, municipal utilities, energy services, and water and environmental structures are all dependent on the ability of local officials to self-determine what's appropriate for their own communities. This self-governance relies on the expectation of cooperation from the state government and full funding as required by law under current statutory programs from both the state and federal government.

TRANSPORTATION

CONNECTING LINKS. The State should maintain KDOT's funding for connecting link programs at the FY 2020 level for cities to provide for the maintenance of state highways within city limits. We support full funding of the City Connecting Link Improvement Program (CCLIP).

CITY-COUNTY HIGHWAY FUND. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles, as directed by K.S.A. 9-3425i. The proceeds from any increases to the motor fuel tax rates should be allocated in accordance with current statutory provisions.

COMPREHENSIVE TRANSPORTATION PROGRAM. We support full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the State's General Fund budget. Any reduction in funding jeopardizes existing programs.

TRANSPORTATION SAFETY. The State should work in cooperation with local governments to continue to provide safe roads and bridges within Kansas. The State should focus on all users of the transportation systems and recognize that a system that is designed for use by pedestrians, bicycles, and vehicles is safer and more economically prosperous for all Kansans.

TRANSPORTATION MAINTENANCE. Because transportation infrastructure is critical to state and local development activities, we support the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding to support multimodal transportation networks, including for mass transit, biking, and walking infrastructure.

TRANSPORTATION DEVELOPMENT DISTRICTS. We support the continued ability of cities to establish transportation development districts to meet the economic development and transportation infrastructure needs in the community.

ELECTRIC CHARGING STATION INFRASTRUCTURE. We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities.

AIRPORT FUNDING. We support the continued use of state economic development dollars (EDIF funds) to enhance airport facilities and services.

RECREATIONAL TRAILS. We support the development of recreational trails, including rails to trails, aquatic trails, and hike-and-bike on levee trails projects, and oppose any legislation that would make such development more burdensome or costly.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas and seek a strong partnership with the state and federal government to achieve meaningful improvements.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.



UTILITIES

BROADBAND. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband-related statutes must recognize the important role local governments play in such expansion and not remove important planning and right of way authority from local governments.

SERVICE TERRITORY. Municipalities must retain the authority to purchase, construct, or extend the infrastructure necessary to supply the cities and their inhabitants with public utilities, including electric services. Cities should have the freedom and flexibility to grow and expand their service territories. The current statutory framework should be reviewed.

MUNICIPAL OPERATION. We support the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, broadband, solid waste, stormwater or other utility services. We further support the ability of cities to set and control the rates for locally owned and operated utilities.

RIGHT OF FIRST REFUSAL. We support municipal utilities having the ability to invest in new electric/transmission projects in order to provide reliable, affordable service to local customers. We oppose efforts prohibiting competition for transmission projects in Kansas.

FRANCHISE AUTHORITY. We oppose any legislation restricting the current franchise authority for cities, including limits on franchise fees.

MANDATES. We oppose unfunded federal and state mandates regulating the operation of municipal gas, water, electric, sewer, telecommunications, solid waste, stormwater utilities or other utility services. Any mandates passed down to cities should not be imposed without a cost-benefit analysis and should be accompanied by appropriate funding. In addition, regulations should provide for a reasonable implementation schedule.

PUBLIC WATER SUPPLY SUPERVISION PROGRAM.

We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal cost concerns and recognize the state has a responsibility to contribute to these important public health matters. In addition, we recognize a need to update standards to meet federal clean drinking water standards.

RIGHT-OF-WAY. Cities must maintain their ability to regulate the public right-of-way and recover reasonable compensation for use of the right-of-way. Kansas policy should not be dictated by overreaching federal mandates. We oppose efforts to codify, at the state level, federal directives limiting cities' powers.



ENERGY

ELECTRIC UTILITY DEREGULATION. Community-owned and operated municipal electric utilities make long-term power supply decisions and investments with the goal of benefiting their overall community. We support continued local control over power supply decisions.

STATEWIDE ENERGY POLICY. We support the development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

ENERGY EFFICIENCY. Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, we support public and private incentives to encourage energy efficiency and renewable energy.

BUILDING CODES. We oppose any measures to preempt local building codes. Further, cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

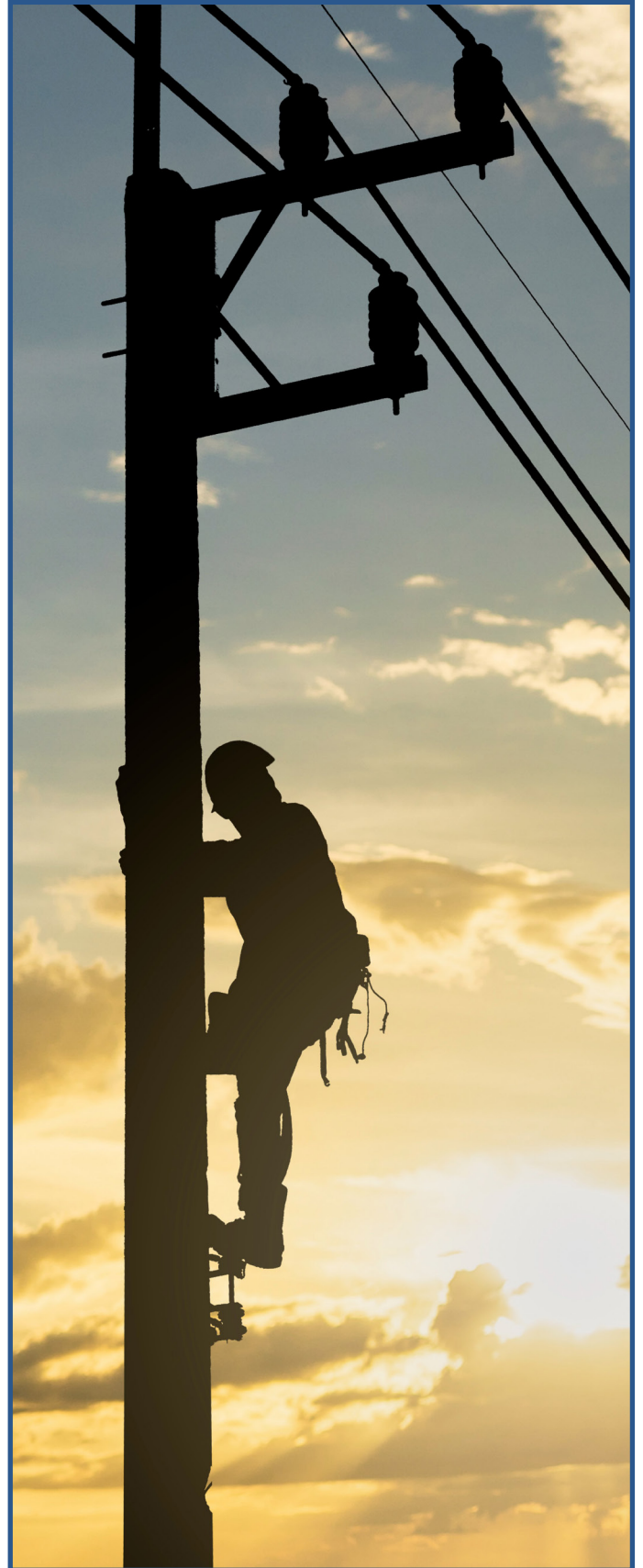
PROPANE. We support cities' authority to protect public safety by regulating the capacity of propane units/facilities for residential or commercial purposes.

WATER AND ENVIRONMENT

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse regional and cooperative solutions to water quality challenges that address point and non-point source pollution while balancing municipal cost concerns.

WATER QUANTITY. Government at all levels should aggressively pursue the conservation, protection and development of current and future municipal water supplies. We support cost-effective efforts to extend the life of reservoirs and to expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources while respecting priority of water rights. The water rights management tools that have been developed in recent years should be modified or expanded so that they provide the same type of flexibility and authority to any water rights holder regardless of class.

WATER PLANNING. We support increased municipal representation on the Kansas Water Authority; broad-based revenue sources and distribution for the state Water Plan Fund; and a re-evaluation of the process for adopting the annual state Water Plan Fund budget.



INFRASTRUCTURE FUNDING. We support increased federal and state funding to assist local communities with their water, wastewater, stormwater, levee and dam infrastructure and associated security needs. In addition, we call for loan terms of up to 40 years when the useable lifespan of an improvement will exceed the term of the loan.

STORMWATER MANAGEMENT. We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure (e.g., street trees, use of native plants, etc.) to support sustainable communities.

SOLID WASTE. The Home Rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes local control and decision-making surrounding recycling and composting programs.

HAZARDOUS WASTE. We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes. We encourage state agencies to work cooperatively with local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Further, appropriate education and training should be provided prior to the implementation of such programs.

CLEAN AIR. We support air quality controls and a state-developed air quality plan that protects the health and safety of Kansans while balancing municipal cost concerns.

WATER AND WASTEWATER CERTIFICATION. We support improved certification programs that better align the necessary skillsets for real world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. These certifications need to continue to be protective of the public health and environment. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively and efficiently serve Kansas rate payers.





HUMAN RESOURCES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop local personnel policies to attract and maintain a high-quality public workforce.

WORKERS' COMPENSATION. We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the Workers' Compensation Act.

KPERS & KP&F. We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT (PEERA)/COLLECTIVE BARGAINING. We oppose any federal or state mandate requiring collective bargaining at the local level.

PERSONNEL MANDATES. We oppose state and federal mandates involving public personnel.

WEAPONS AND FIREARMS. We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while they are engaged in their work.

PREVAILING WAGE. We oppose federal and state mandates requiring or prohibiting the payment of prevailing wage.

HEALTH CARE & OTHER BENEFITS. We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

UNEMPLOYMENT. We support reasonable and just benefits for employees who are qualified individuals under the Kansas Employment Security Law. We oppose the finding that volunteers, who are paid a nominal stipend, are considered a qualified individual. We support legislation to define "volunteer" in Kansas employment law such that it is consistent with federal law.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.





GOVERNMENT POLICIES & PROCEDURES

Abiding by the longstanding constitutional Home Rule authority of Kansas cities, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents. In an effort to construct appropriate policies for their community, such as economic and community development initiatives, cities should be committed to implementing procedures which ensure ethical and transparent governance from their officials.

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected city officials making decisions for their communities, particularly local tax and revenue decisions.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, so it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROTECTION OF THE FIRST AMENDMENT. The right of the people through their democratically elected and appointed officials to petition and speak to their government officials shall not be abridged. We support cities' First Amendment right of freedom of association to work together to accomplish common goals.

POLICE POWERS. We support the authority of cities to regulate in order to protect the health, safety, and welfare of the public.

NON-DISCRIMINATION. We oppose discrimination against any person by reason of their race, color, religion, sex (including pregnancy, gender identity, or sexual orientation), age, national origin, ancestry, disability, military/veteran status, or genetic information.

CITY ELECTIONS. We oppose any action by the state or federal government that would threaten the ability of cities to hold non-partisan elections.

FILING FOR OFFICE. In order to encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options in the future.

FILLING OF VACANCIES. The current statutes for filling vacancies have served the state well for over fifty years. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

ANNEXATION. The ability of cities to grow is inherent in the economic growth and development of the state. Therefore, we support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

SIGN REGULATION. We support the authority of local government to regulate signs in compliance with federal law.

PUBLIC PROPERTY & RIGHTS-OF-WAY. We support the ability of cities to control and manage public property and rights-of-way and to impose franchise or use fees on those entities that utilize the rights-of-way.

EMINENT DOMAIN. Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

GOVERNMENTAL IMMUNITY. We support continued immunity for cities from tort liability and legislation strengthening the Kansas Torts Claims Act.

INTERLOCAL COOPERATION. We support the principle of voluntary cooperation among all levels of government.

CITY/COUNTY CONSOLIDATION. We support processes for local consolidation without undue statutory barriers. We further believe the issue of consolidation is an inherently local one and the voters should be allowed to determine whether consolidation with another unit of government occurs.

SUMMARY PUBLICATION OF RESOLUTIONS. We support legislation allowing cities to publish a summary of a resolution, with the full text of any resolution posted on the city's official website, in lieu of publication of the full resolution.

PRIVATE CEMETERY LIABILITY. We support legislation removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

COMMUNITY DEVELOPMENT

HOUSING. The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing, including but not limited to, the Housing Investor Tax Credit Act, the Kansas Affordable Housing Tax Credit Act, the Kansas Rural Home Loan Guarantee Act, guaranteeing appraisals in rural counties, the Historic Kansas Act, and the Kansas Rural Housing Incentive District Act.

RURAL HOUSING INCENTIVE LOAN FUND. We support the creation of a State low interest revolving loan fund to finance development in Rural Housing Incentive Districts.

ABANDONED AND BLIGHTED HOUSING. We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

HOUSING-RENTAL INSPECTIONS. We support giving cities the authority to require inspections of rental housing for the safety of tenants and to protect the rights and property values of surrounding property owners.

REVITALIZATION TOOLS. We support the continued use of the Neighborhood Revitalization Act, the Downtown Redevelopment Act, the Transportation Development District Act and the Community Improvement District Act to promote local neighborhood development.

ECONOMIC DEVELOPMENT PARTNERSHIPS. State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

TAX ABATEMENTS. We support the authority of cities to offer tax abatements to encourage business investment in their communities.

TAX INCREMENT FINANCING (TIF). We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by communities.

STAR BONDS. We support the ability of cities to utilize STAR bonds to promote economic development in their communities.

LAND USE AND ZONING. We support the ability of local officials to make land use and zoning decisions within their community, including decisions about the location, placement, size, appearance and siting of transmission and receiving facilities and any other communications facilities.



Relationships Are the Cornerstone of Effective Advocacy

1

Make Contact Prior to Legislative Session

- Eggs & Issues, town halls, etc.
- Communicate the city's agenda and priorities.
- Invite them to a League Legislative Dinner.

2

Follow the Legislative Session

- *League News*
- List serves
- News media
- www.lkm.org

3

Participate in Local Government Day January 25, 2023

- Make appointments to visit with your legislators in the morning.
- Invite them to the League reception.

4

Make Contact During Legislative Session

- Watch for alerts about key bills/issues.
- Follow the issue, not the bill number.
- Be specific; give your city's unique insight into the legislation.
- Don't waste time and political capital on meaningless bills that have no chance of becoming law.

5

Make Contact Following the Legislative Session

- Thank your legislator for their hard work.
- Be honest and express concern when bills negatively affect your city.



• Know your legislators on a first-name basis



• Always be respectful and avoid personal attacks



• Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)



• Share your contact information



• Follow legislators' communications



• Sign up for emailed newsletters



• Follow legislators' Twitter accounts



• Send legislators your newsletter/updates

TOURISM. We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry that is vital to growth and development all across the state.

TAX CREDITS. We support the continued availability of tax credits as a tool for economic development.

SALES TAX REVENUE IN STAR BOND DISTRICTS.

The reduction and elimination of the state food sales tax threatens the financial success and viability of existing STAR Bond project districts that include groceries by eliminating a source of revenue pledged to repay the bonds. We support creation of a long-term funding mechanism to ensure state reimbursement of lost funds caused by the reduction and elimination of the state share of food sales tax in impacted STAR Bond districts.

TRANSPARENCY IN GOVERNMENT

OPEN MEETINGS. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

OPEN RECORDS. All levels of government should be subject to the same open records requirements. State laws governing open records should balance the public's right of access, with the necessity of protecting the privacy of individual citizens, and the ability of public agencies to conduct their essential business functions. We support a city's ability to recoup reasonable costs associated with open records requests.

INTERGOVERNMENTAL DIALOGUE. Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

BODY CAMERAS. We support the ability of local governments to determine when and how body cameras will be used by law enforcement officers. We support the establishment of reasonable regulations concerning public access to recordings, balancing the needs of law enforcement and the individuals whose images are captured in the recordings.





FEDERAL ISSUES

Local officials welcome the opportunity to work together with federal and state officials on policies impacting local communities. Federal agencies should research and understand the fiscal impact on local units of government when implementing new guidelines or laws. Cities manage their finances, infrastructure and personnel more effectively without unfunded federal mandates.

LOCAL CONTROL. We support local elected officials making decisions for their communities. Though the Home Rule powers granted cities in the Kansas Constitution do not affect federal powers, we call on our representatives and federal agencies to look at federal legislation and regulations with local control in mind.

POLICE REFORM. We support the work of our local police departments to make our communities safer for all. Any federal or state proposals for police reform should be focused on providing resources for local law enforcement, incentivizing transparency, and encouraging good police practices, including equity and justice.

FEDERAL RECOVERY MONEY FOR CITIES. Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds.

FEDERAL BIPARTISAN INFRASTRUCTURE LAW (BIL). Federal funding from the Bipartisan Infrastructure Law (BIL) will be important for local governments to support critical city services and economic recovery. The League supports funding to municipal programs that enhance a better quality of life for all residents.

ADVANCED REFUNDING OF BONDS. In order to allow cities to quickly recover from this current recession, we urge Congress to allow cities to issue tax exempt advance refunding municipal bonds. Cities refinancing bonds will be able to free much needed cash flow to reduce taxes or create capital investments.

COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG). We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs' funding is an essential component of cities' strategies to fund critical community services and infrastructure needs.

MUNICIPAL BONDS. We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.

BROADBAND DEPLOYMENT & MUNICIPAL OVERSIGHT. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. However, federal action via legislation or orders from federal agencies must recognize the key role local governments play in such expansion, and it must not remove important planning and right of way authority from local governments. Cities must be afforded the continued right to address safety, health and welfare for both their citizens and other entities with valuable infrastructure in the right of way. In addition, the right of way serves as an important resource for citizens, and the right to offset costs of management and levy taxes should not be limited.

ENERGY SPIKES. We support federal review and investigation of the extraordinary energy price spikes seen throughout the Midwest in Winter 2021. Based on the information gathered, we encourage Congress and federal, regional and state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales in order to promote stability in energy prices.

IMMIGRATION REFORM. We support a federal solution to immigration reform. Any immigration policy should not negatively impact local governments with additional law enforcement or administrative burdens. We support Congress continuing assistance to under-served areas with large immigrant populations, who are attempting to remain in compliance with the United States Citizenship and Immigration Services.

MEDICARE REIMBURSEMENT RATES. We encourage the federal government to establish reasonable reimbursement rates.

TRANSPORTATION. We support consistent federal funding of the nation's multimodal transportation with increased support to critical regional infrastructure priorities.

EVERY DAY COUNTS INITIATIVE. We support the U.S. Department of Transportation's Every Day Counts initiative to enhance roadway safety, integrate automation, reduce traffic congestion, and shorten project delivery processes in order to save time, money, and resources.

STORMWATER. We support simple and flexible federal regulations of municipal stormwater run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on stormwater management.

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

HAZARDOUS WASTE. We urge federal agencies to work cooperatively with state and local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Appropriate education and training should be provided prior to the implementation of such programs.

TELECOMMUNICATIONS DATA. We support the continued ability of public safety officials to access data from telecommunications companies in times of emergencies to assist investigations.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas. In many cases, this service is the only affordable alternative to highway transportation in communities. Changes to Amtrak service should not sacrifice this alternative nor the investments in the service by cities.

RAILROAD QUIET ZONES. We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.



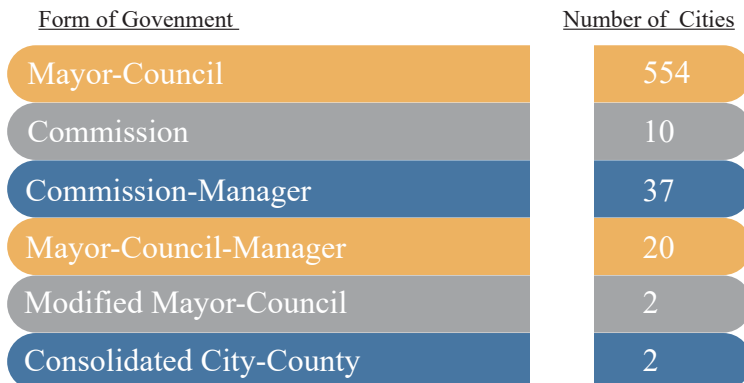
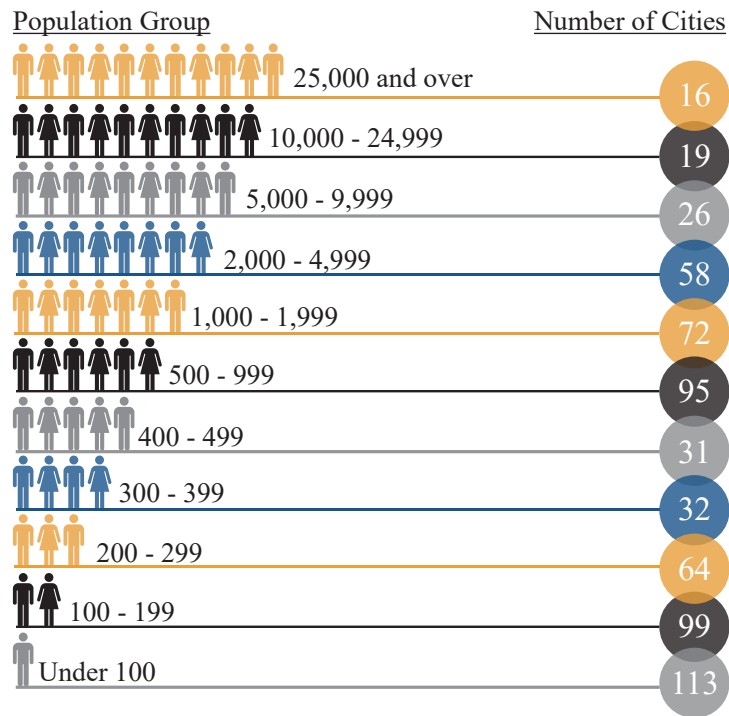
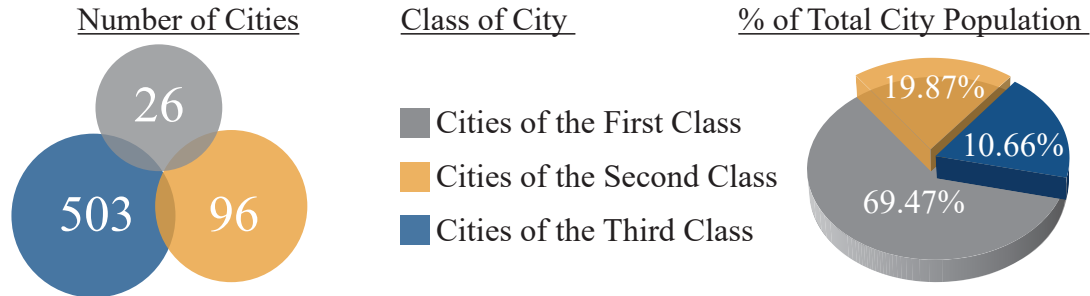
CITY FACTS

Total Number of Incorporated Cities = 625

Total Population of the State = 2,913,805

Total City Population = 2,420,761

83.08% of the state's population resides in an incorporated city.





LEAGUE LEGISLATIVE STAFF



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POLICY DEVELOPMENT

This *Statement of Municipal Policy* was developed by city officials through the League's policy committees. There are three policy committees that are focused in specific areas: Finance & Taxation, Public Officers & Employees, and Utilities & Environment. The fourth committee, the Legislative Policy Committee, reviews the entire *Statement* and the recommendations of the three specific committees. The *Statement* is then submitted to the Governing Body and is ultimately adopted by the Convention of Voting Delegates at the League's Annual Conference. For more information about the League policy committees or process, check out the League website at www.lkm.org or contact us at (785) 354-9565.

THE LEAGUE ADVOCATES FOR CITIES

The League advocates on our members' behalf to sponsor and encourage beneficial legislation for cities and oppose legislation that would be detrimental to our members' interest.



THE LEAGUE OFFERS GUIDANCE

Member cities can contact the League with a legal inquiry or question. Additionally, we provide sample ordinances and guidance on legislation and rulemaking from both the state and federal level.

COMMUNICATIONS & OUTREACH

Since 1914, the League has published the *Kansas Government Journal*, a publication for city, county and state government officials that is printed ten times a year. The League publishes a weekly e-newsletter, researches municipal issues affecting Kansas communities and develops programs for cities to use to engage their residents and reinforce the importance of civic engagement.



MUNICIPAL TRAINING & EDUCATION

The League offers members a variety of education and training opportunities throughout the year. Our annual conference brings together leaders in municipal government to offer innovative ideas for cities. Throughout the year, the League works with professionals in the field to train, inspire and solve problems facing municipal leaders at all levels. The League offers over 30 manuals and publications on municipal issues ranging from finance and budgeting, personnel, planning, economic development, open meetings and open records to traffic ordinances.

CONTRACT SERVICES

The League offers members a competitive rate to have the League engage in contract services, which include codification services, executive personnel search program (LEAPS) and personnel policies.





THE
LEAGUE
OF KANSAS MUNICIPALITIES

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Appointed City Commission Representation to Boards:

Jamie Sauder-Regional Development Association of East Central Kansas

Susan Brinkman-Joint Economic Development Advisory Board

Danny Giefer-Recreation Commission

Becky Smith-Emporia Community Foundation Board

Becky Smith-William Allen White Community Partnership

Susan Brinkman-Emporia Convention and Tourism Advisory Board

Erren Harter(*Rob Gilligan*)-Joint /County Facilities and Services Community Board

Jamie Sauder-Emporia Enterprises

Becky Smith-As Per Statute Mayor is always appointed to the Emporia Public Library

Emporia Main Street-