



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, MARCH 15, 2023 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Susan Brinkman

MEMBERS PRESENT

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

PROCLAMATIONS

PUBLIC FORUM

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

NEW BUSINESS

1) Public Hearing for the Performance of Community Development Block Grant for Housing Rehabilitation.

Presented by: Jeff Lynch, Community Development Coordinator

Recommended Action: Conduct Public Hearing for the Performance of Community Development Block Grant for Housing Rehabilitation.

2) Emporia Police Department In Car & Body Worn Cameras.

Presented by: Ed Owens, Chief of Police

Recommended Action: Approve Emporia Police Department In Car & Body Worn Cameras.

3) Award 2023 Hazardous Sidewalk Program.

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve Award for 2023 Hazardous Sidewalks Program to S.R. Coffman.

4) Easement with Emporia's Radio Stations, Inc.

Presented by: Jim Ubert, City Engineer

Recommended Action: Consider approving easement with Emporia's Radio Stations, Inc on said lot.

5) Accept Easement for Zoo Bus Parking Lot Project.

Presented by: Jim Ubert, City Engineer

Recommended Action: Consider accepting the donated easement from Emporia's Radio Stations,

Inc for the David Traylor Zoo Bus Parking Lot Project.

6) **Addendum to Real Estate Purchase Agreement.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Addendum to Real Estate Purchase Agreement.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) February Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) City Commission Meeting Minutes for March 1, 2023.
- 2) Set Bid Time and Date for 2023 Street Rehab Project.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

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

EXECUTIVE SESSION

- 1) AN EXECUTIVE SESSION FOR DISCUSSIONS REGARDING DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS FOR 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 confidential matters of a third party regarding economic development projects for 30 minutes and to invite Jim Witt, Special Projects Coordinator, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Ordinance No. 23-05 for Water Rates Increase.
- 2) Approve Amendment Loan Agreement #1 with KDHE Water System Projects.
- 3) Ordinance No. 23-06 to Approve Loan Agreement with KDHE Water Systems Projects.
- 4) Discuss the Purchase and Installation of the Advanced Metering Infrastructure Systems Project and Authorizing Ordinance No. 23-07.
- 5) Discuss Golf Course T-Pad Project.
- 6) Mowing Orders and Procedure discussion.

ADJOURNMENT



Commission Action Report

Title: Public Hearing for the Performance of Community Development Block Grant for Housing Rehabilitation

Proposed Agenda Date: March 15, 2023

Presented By: Jeff Lynch, Community Development Coordinator

BACKGROUND:

CDBG Grant No. 20-HR-001 was awarded in the amount of \$300,000 to the City for the rehabilitation of homes occupied by low-to-moderate income homeowners. The designated target area was in south-central Emporia.

DISCUSSION:

Public Hearing- As required by CDBG regulations the grantee (City) must conduct a public hearing following prior to the closeout of each grant to provide details of the grant's performance. This project included the rehabilitation of 10 homes in a target area bordered by South Ave, Neosho St, Kansas Ave. and Commercial St. The total grant expenditure was \$258,206, with an additional \$58,306 of local funding contributing to the project. The project was granted time extensions totaling nine (9) months in order to maximize the utilization of the funding and impact towards the improvement of housing.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

ATTACHMENTS:

Grant Closeout Documents

GRANTEE'S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 20-HR-001 and in consideration of
2 the sum of Two Hundred Fifty-Eight Thousand Two Hundred Six Dollars (\$258,206) which has been
3 or is to be paid under the said contract to City of Emporia,
4 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
5 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
6 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
7 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 15th day of
9 March, 2023.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: Susan Brinkman, Mayor

ATTEST AND SEAL

12 _____
13 _____

(Rev. 2-2018)

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Emporia	B. Grant Agreement Number 20-HR-001
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C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Housing Rehabilitation	263,108		263,108	
2. HQS Inspections	11,475		11,475	
3. LBP Assessments/Clearnce Testing (2d-2e)	16,720		16,720	
4. Radon Mitigation	1,800		1,800	
5. Administration Activities	14,369		14,369	
6. Legal	190		190	
7. LSWP Cleaning	8950		8950	
8.				
9. Total Program Costs	316,512		316,512	
10. Less Other Funds Applied	58,306		58,306	
11. CDBG Grant Amount Applied	258,206		258,206	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	258,206	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	258,206	
15. Grant Amount Per Agreement (from contract)	300,000	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	41,794	
17. Grant Funds Received	258,206	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

☐ Check if continued on additional sheet and attach

F. Remarks

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

_____	_____	Susan Brinkman, Mayor
Date	Signature of Chief Elected Official	Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

_____	_____	_____
Date	Signature for CDBG Program	Typed Name

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

☐ Check if continued on additional sheet and attach

F. Remarks

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

		Susan Brinkman, Mayor
_____	_____	_____
Date	Signature of Chief Elected Official	Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

_____	_____	_____
Date	Signature for CDBG Program	Typed Name

Grantee's Legal Review and Closeout Report

Pursuant to the terms on Grant Agreement No. 20-HR-001 and in consideration of the sums paid or to be paid to the (City/County) of Emporia, (hereafter GRANTEE) under said grant by the Kansas Department of Commerce, Small Cities Community Development Block Grant program, (hereafter Commerce/CDBG) and in closeout of said agreement, GRANTEE does hereby represent to Commerce/CDBG the following:

1. That certain UCC financing statements were properly filed with the Kansas Secretary of State or other appropriate filing agency on N/A.
2. That such financing statements evidence the GRANTEE's continuing financial interest in the loans made to this project.
3. That Susan Brinkman (name of GRANTEE official or official designee) who is the Mayor (position/title) has been instructed on the importance of proper filing of continuation statements on these financing statements, that such continuation statements must be filed only within the last six months of the five-year period in order to avoid a lapse in coverage by the statement, that any change in collateral by the company will be discussed with Commerce/CDBG before such change is allowed, and that if the loan is paid in full during the period of the UCC financing statement, such official or designee will cause a proper termination statement be filed by GRANTEE in order to avoid statutory lender penalties.
4. That such official will insure that any payments made on this loan are promptly recorded and forwarded to Commerce/CDBG as previously instructed by Commerce/CDBG personnel.
5. That the (County Counselor/County Attorney/City Attorney) has a valid copy of this representation.

Name of Grantee Official: Susan Brinkman

(please type)

Signature

Mayor

Title

Date

ATTEST & SEAL:

Signature for CDBG Program
Kansas Department of Commerce



Civic Building/ 521 Market St. / P.O. Box 928/ Emporia, KS 66801 620-343-4285

March 15, 2023

Linda Hunsicker
Business and Community Development - CDBG
Kansas Department of Commerce
PO Box 137
Ellis, KS 67637

RE: Contract Amendment Request: CDBG Grant No. 20-HR-001

Dear Ms. Hunsicker,

The City of Emporia is submitting this contract amendment request in order to reconcile our final budget amounts with those in our original CDBG grant contract. This project began in March, 2020, and the pandemic greatly delayed our progress, as did the lack of contractors and supply chain issues with getting materials to the project sites. As a result we did not fully expend out budgeted amounts.

Sincerely,

Susan Brinkman, Mayor
City of Emporia

CONTRACT AMENDMENT/REQUEST #3 (final)

Date of Request: 3/15/2022
Contract Award Date: 1/17/2020
Current Completion Date: 12/14/2022

Check as Applicable:
Time Extension ☐
Budget Amendment ☒

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.**
If approved, this new project budget will supersede any previous budget(s).

Explanation of Request (attach additional sheets, if needed):

The amendment shall become effective on _____, 20____. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

Date _____

**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH
COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

CONTRACT AMENDMENT/REQUEST #3 (final)

Grantee Name: City of Emporia Grant #: 20-HR-001
 Address, City, Zip: 104 E. 5th Ave., Emporia
 Date of Request: 3/15/2022 Check as Applicable:
 Contract Award Date: 1/17/2020 Time Extension ☐
 Current Completion Date: 12/14/2022 Budget Amendment ☒

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional _____ months needed. New completion date _____.

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.**
 If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
2a	Housing Rehabilitation	253,000	230,717	9%
2b	LSWP Cleaning for Clearance	17,600	8,950	49%
2c	HQS Inspections	14,000	7,125	49%
2d	LBP Assessments	11,200	7,350	34%
2e	LBP Clearance Testing	4,200	3,200	24%
2h	Radon Mitigation	0	864	-
TOTALS				

Explanation of Request (attach additional sheets, if needed):

Request is being made to reconcile original budget with actual costs of project.

The amendment shall become effective on _____, 20____. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

 Authorized Signature – Chief Elected Official

Susan Brinkman, Mayor

 Typed Name and Title

 Date

Kansas Department of Commerce

 CDBG Program

 Date



Commission Action Report

Title: In Car and Body Worn Cameras
Proposed Agenda Date: March 15, 2023
Presented By: Edward P. Owens, Chief of Police

BACKGROUND:

Technology change and vendor contracts. Watch Guard no longer supports our Vista Cameras for body-worn cameras.

DISCUSSION:

Proposing a five-year contract between two vendors. Axon and Watch Guard are both leading companies in law enforcement camera technology.

FINANCIAL CONSIDERATIONS:

Cost saving over a five-year span compared to CIP. The initial start-up with Watch Guard is \$5,290.00 more than 2023's allotted CIP. However, there is cost saving from years 2 through 5 of approximately \$50,000.00 compared to our current CIP. These plans would also eliminate the cost of purchasing servers to store our video.

OTHER CONSIDERATIONS:

Axon bid came in at \$407,551.00 over a span of five years. Watch Guard (which we currently use) came in at \$278,938.00 over a five-year span. EPD would also be in complete compliance with KORA due to our limited retention policy by storing video on servers.

RECOMMENDED ACTION:

EPD would remain with Watch Guard camera systems. Both companies offer the same product, however, Watch Guard is considerably less with the same options. They both include unlimited cloud storage and LPR (license plate readers) capabilities for our patrol cars. Each company breaks down the yearly cost to our department over five years. When compared to our current CIP funds, we could potentially save approximately \$50,000.00 over the span of five years with the Watch Guard proposal. All equipment would have a five-year warranty and re-negotiate after five years. In lieu of a financial disaster, we could terminate each contract at no cost to the City.

ATTACHMENTS:

Axon Quotes I & II
Watch Guard Quote

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-431019-44953.921NB

Issued: 01/27/2023

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 03/15/2023

Account Number: 108214

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-518 Mechanic St 518 Mechanic St Emporia, KS 66801-3950 USA	Emporia Police Department - KS 518 Mechanic St Emporia, KS 66801-3950 USA Email: rbmattas@yahoo.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Ray Mattas Phone: (620) 341-4353 Email: rmattas@emporiaks.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$246,227.00
ESTIMATED TOTAL W/ TAX	\$246,227.00

Discount Summary

Average Savings Per Year	\$5,076.40
TOTAL SAVINGS	\$25,382.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$49,245.40	\$0.00	\$49,245.40
Feb 2024	\$49,245.40	\$0.00	\$49,245.40
Feb 2025	\$49,245.40	\$0.00	\$49,245.40
Feb 2026	\$49,245.40	\$0.00	\$49,245.40
Feb 2027	\$49,245.40	\$0.00	\$49,245.40
Total	\$246,227.00	\$0.00	\$246,227.00

Quote Unbundled Price:	\$271,609.00
Quote List Price:	\$251,872.00
Quote Subtotal:	\$246,227.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	30	\$82.11	\$34.66	\$34.66	\$5,199.00	\$0.00	\$5,199.00
BWCamTAP	Body Worn Camera TAP Bundle	47	30	\$41.45	\$32.50	\$32.50	\$45,825.00	\$0.00	\$45,825.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	47			\$749.00	\$749.00	\$35,203.00	\$0.00	\$35,203.00
AB3MBD	AB3 Multi Bay Dock Bundle	5			\$1,595.00	\$1,595.00	\$7,975.00	\$0.00	\$7,975.00
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	60		\$24.00	\$24.00	\$67,680.00	\$0.00	\$67,680.00
73682	AUTO TAGGING LICENSE	47	60		\$9.00	\$9.00	\$25,380.00	\$0.00	\$25,380.00
BasicLicense	Basic License Bundle	47	60		\$15.00	\$16.25	\$45,825.00	\$0.00	\$45,825.00
ProLicense	Pro License Bundle	4	60		\$39.00	\$42.25	\$10,140.00	\$0.00	\$10,140.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$246,227.00	\$0.00	\$246,227.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	52	02/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	47	02/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	02/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	52	02/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	02/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	5	02/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	02/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	48	02/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	47	03/15/2023	03/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	47	03/15/2023	03/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	03/15/2023	03/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	03/15/2023	03/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	47	03/15/2023	03/14/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	03/15/2023	03/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	02/15/2024	03/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	47	02/15/2024	03/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	02/15/2024	03/14/2028

Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AUTO TAGGING LICENSE	47	\$5,076.00	\$0.00	\$5,076.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	\$13,536.00	\$0.00	\$13,536.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	47	\$7,040.60	\$0.00	\$7,040.60
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,595.00	\$0.00	\$1,595.00
Year 1	BasicLicense	Basic License Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$1,039.80	\$0.00	\$1,039.80
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 1	ProLicense	Pro License Bundle	4	\$2,028.00	\$0.00	\$2,028.00
Total				\$49,245.40	\$0.00	\$49,245.40

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	47	\$5,076.00	\$0.00	\$5,076.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	\$13,536.00	\$0.00	\$13,536.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	47	\$7,040.60	\$0.00	\$7,040.60
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,595.00	\$0.00	\$1,595.00
Year 2	BasicLicense	Basic License Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$1,039.80	\$0.00	\$1,039.80
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 2	ProLicense	Pro License Bundle	4	\$2,028.00	\$0.00	\$2,028.00
Total				\$49,245.40	\$0.00	\$49,245.40

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	47	\$5,076.00	\$0.00	\$5,076.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	\$13,536.00	\$0.00	\$13,536.00
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	47	\$7,040.60	\$0.00	\$7,040.60
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,595.00	\$0.00	\$1,595.00
Year 3	BasicLicense	Basic License Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$1,039.80	\$0.00	\$1,039.80
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 3	ProLicense	Pro License Bundle	4	\$2,028.00	\$0.00	\$2,028.00
Total				\$49,245.40	\$0.00	\$49,245.40

Non-Binding Budgetary Estimate

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	47	\$5,076.00	\$0.00	\$5,076.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	\$13,536.00	\$0.00	\$13,536.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	47	\$7,040.60	\$0.00	\$7,040.60
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,595.00	\$0.00	\$1,595.00
Year 4	BasicLicense	Basic License Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$1,039.80	\$0.00	\$1,039.80
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 4	ProLicense	Pro License Bundle	4	\$2,028.00	\$0.00	\$2,028.00
Total				\$49,245.40	\$0.00	\$49,245.40

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	47	\$5,076.00	\$0.00	\$5,076.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	47	\$13,536.00	\$0.00	\$13,536.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 5	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	47	\$7,040.60	\$0.00	\$7,040.60
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,595.00	\$0.00	\$1,595.00
Year 5	BasicLicense	Basic License Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$1,039.80	\$0.00	\$1,039.80
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	47	\$9,165.00	\$0.00	\$9,165.00
Year 5	ProLicense	Pro License Bundle	4	\$2,028.00	\$0.00	\$2,028.00
Total				\$49,245.40	\$0.00	\$49,245.40

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-429038-44953.941NB

Issued: 01/27/2023

Quote Expiration: 01/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 108214

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-518 Mechanic St 518 Mechanic St Emporia, KS 66801-3950 USA	Emporia Police Department - KS 518 Mechanic St Emporia, KS 66801-3950 USA Email: rbmattas@yahoo.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Ray Mattas Phone: (620) 341-4353 Email: rmattas@emporiaks.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$186,575.47
ESTIMATED TOTAL W/ TAX	\$186,575.47

Discount Summary

Average Savings Per Year	\$8,878.61
TOTAL SAVINGS	\$44,393.05

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$37,315.07	\$0.00	\$37,315.07
Dec 2024	\$37,315.10	\$0.00	\$37,315.10
Dec 2025	\$37,315.10	\$0.00	\$37,315.10
Dec 2026	\$37,315.10	\$0.00	\$37,315.10
Dec 2027	\$37,315.10	\$0.00	\$37,315.10
Total	\$186,575.47	\$0.00	\$186,575.47

Quote List Price:

\$230,968.52

Quote Subtotal:

\$186,575.47

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Advanced								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60m	26	\$1,020.00	\$888.44	\$23,099.44	\$0.00	\$23,099.44
80400	FLEET, VEHICLE LICENSE	60m	13	\$1,200.00	\$1,045.22	\$13,587.86	\$0.00	\$13,587.86
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	60m	13	\$3,540.00	\$3,083.40	\$40,084.20	\$0.00	\$40,084.20
80402	RESPOND DEVICE LICENSE - FLEET 3	60m	13	\$900.00	\$783.92	\$10,190.96	\$0.00	\$10,190.96
72036	FLEET 3 STANDARD 2 CAMERA KIT		13	\$2,695.00	\$1,194.39	\$15,527.07	\$0.00	\$15,527.07
72034	FLEET SIM INSERTION, VZW		13	\$15.00	\$13.07	\$169.91	\$0.00	\$169.91
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		13	\$1,449.00	\$1,262.10	\$16,407.30	\$0.00	\$16,407.30
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		13	\$249.00	\$216.88	\$2,819.44	\$0.00	\$2,819.44
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		13	\$1,600.00	\$1,393.63	\$18,117.19	\$0.00	\$18,117.19
72040	FLEET REFRESH, 2 CAMERA KIT		13	\$3,058.00	\$2,663.57	\$34,626.41	\$0.00	\$34,626.41
70112	AXON SIGNAL UNIT		13	\$279.00	\$243.01	\$3,159.13	\$0.00	\$3,159.13
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49m	13	\$439.04	\$382.41	\$4,971.33	\$0.00	\$4,971.33
80379	EXT WARRANTY, AXON SIGNAL UNIT	60m	13	\$72.00	\$62.71	\$815.23	\$0.00	\$815.23
Individual Items								
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES		1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total						\$186,575.47	\$0.00	\$186,575.47

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	01/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	13	01/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	01/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	13	01/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	01/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	13	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	13	02/01/2024	01/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	02/01/2024	01/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	13	02/01/2024	01/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	02/01/2024	01/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	01/01/2025	01/31/2029

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$3,281.46	\$0.00	\$3,281.46
Year 1	70112	AXON SIGNAL UNIT	13	\$631.81	\$0.00	\$631.81
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$563.88	\$0.00	\$563.88
Year 1	72034	FLEET SIM INSERTION, VZW	13	\$33.99	\$0.00	\$33.99
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$3,105.43	\$0.00	\$3,105.43
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	13	\$6,925.29	\$0.00	\$6,925.29
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$3,623.43	\$0.00	\$3,623.43
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$163.03	\$0.00	\$163.03
Year 1	80400	FLEET, VEHICLE LICENSE	13	\$2,717.58	\$0.00	\$2,717.58
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$8,016.84	\$0.00	\$8,016.84
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	13	\$2,038.20	\$0.00	\$2,038.20
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$4,619.88	\$0.00	\$4,619.88
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$994.25	\$0.00	\$994.25
Total				\$37,315.07	\$0.00	\$37,315.07

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$3,281.46	\$0.00	\$3,281.46
Year 2	70112	AXON SIGNAL UNIT	13	\$631.83	\$0.00	\$631.83
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$563.89	\$0.00	\$563.89
Year 2	72034	FLEET SIM INSERTION, VZW	13	\$33.98	\$0.00	\$33.98
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$3,105.41	\$0.00	\$3,105.41
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	13	\$6,925.28	\$0.00	\$6,925.28
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$3,623.44	\$0.00	\$3,623.44
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$163.05	\$0.00	\$163.05
Year 2	80400	FLEET, VEHICLE LICENSE	13	\$2,717.57	\$0.00	\$2,717.57
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$8,016.84	\$0.00	\$8,016.84
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	13	\$2,038.19	\$0.00	\$2,038.19
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$4,619.89	\$0.00	\$4,619.89
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$994.27	\$0.00	\$994.27
Total				\$37,315.10	\$0.00	\$37,315.10

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$3,281.46	\$0.00	\$3,281.46
Year 3	70112	AXON SIGNAL UNIT	13	\$631.83	\$0.00	\$631.83
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$563.89	\$0.00	\$563.89
Year 3	72034	FLEET SIM INSERTION, VZW	13	\$33.98	\$0.00	\$33.98
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$3,105.41	\$0.00	\$3,105.41

Non-Binding Budgetary Estimate

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	13	\$6,925.28	\$0.00	\$6,925.28
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$3,623.44	\$0.00	\$3,623.44
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$163.05	\$0.00	\$163.05
Year 3	80400	FLEET, VEHICLE LICENSE	13	\$2,717.57	\$0.00	\$2,717.57
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$8,016.84	\$0.00	\$8,016.84
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	13	\$2,038.19	\$0.00	\$2,038.19
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$4,619.89	\$0.00	\$4,619.89
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$994.27	\$0.00	\$994.27
Total				\$37,315.10	\$0.00	\$37,315.10

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$3,281.46	\$0.00	\$3,281.46
Year 4	70112	AXON SIGNAL UNIT	13	\$631.83	\$0.00	\$631.83
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$563.89	\$0.00	\$563.89
Year 4	72034	FLEET SIM INSERTION, VZW	13	\$33.98	\$0.00	\$33.98
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$3,105.41	\$0.00	\$3,105.41
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	13	\$6,925.28	\$0.00	\$6,925.28
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$3,623.44	\$0.00	\$3,623.44
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$163.05	\$0.00	\$163.05
Year 4	80400	FLEET, VEHICLE LICENSE	13	\$2,717.57	\$0.00	\$2,717.57
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$8,016.84	\$0.00	\$8,016.84
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	13	\$2,038.19	\$0.00	\$2,038.19
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$4,619.89	\$0.00	\$4,619.89
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$994.27	\$0.00	\$994.27
Total				\$37,315.10	\$0.00	\$37,315.10

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	\$3,281.46	\$0.00	\$3,281.46
Year 5	70112	AXON SIGNAL UNIT	13	\$631.83	\$0.00	\$631.83
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	\$563.89	\$0.00	\$563.89
Year 5	72034	FLEET SIM INSERTION, VZW	13	\$33.98	\$0.00	\$33.98
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	\$3,105.41	\$0.00	\$3,105.41
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	13	\$6,925.28	\$0.00	\$6,925.28
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	13	\$3,623.44	\$0.00	\$3,623.44
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	\$163.05	\$0.00	\$163.05
Year 5	80400	FLEET, VEHICLE LICENSE	13	\$2,717.57	\$0.00	\$2,717.57
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$8,016.84	\$0.00	\$8,016.84
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	13	\$2,038.19	\$0.00	\$2,038.19
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	\$4,619.89	\$0.00	\$4,619.89
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	\$994.27	\$0.00	\$994.27
Total				\$37,315.10	\$0.00	\$37,315.10

Non-Binding Budgetary Estimate

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.





EMPORIA POLICE DEPARTMENT

(13) M500, (47) V300 VaaS

01/11/2023

Billing Address:
EMPORIA POLICE
DEPARTMENT
518 MECHANIC ST
EMPORIA, KS 66801
US

Quote Date:01/11/2023
Expiration Date:04/11/2023
Quote Created By:
Cristian Rodriguez
Cristian.Rodriguez@
motorolasolutions.com
469-525-8781

End Customer:
EMPORIA POLICE DEPARTMENT
Scott Price
scott.price@emporia-kansas.gov
(620)343-4217

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$205 PER MON)*	13	5 YEAR	\$12,300.00	\$159,900.00	
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$3,500.00	\$3,500.00	
4	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
5	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	47	5 YEAR	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	13		Included	Included	3 YEAR
7	WGB-0138AAS	SAME AS LINE ITEM 11, 1 FREE TRANSFER STATION	5		Included	Included	
8	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	13		Included	Included	
9	WGA00428-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT	13		Included	Included	
10	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	13		Included	Included	
11	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	4	5 YEAR	\$1,800.00	\$7,200.00	
12	WGW00300-003	V300 NO FAULT WARRANTY	13	5 YEAR	Included	Included	
13	WGW00502	M500 EXTENDED WARRANTY	13	5 YEAR	Included	Included	
14	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	13	5 YEAR	Included	Included	
15	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	13	5 YEAR	Included	Included	
16	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS*	13	5 YEAR	Included	Included	
17	WGP02614	V300, BATT, 3.8V, 4180MAH	13		\$90.00	\$1,170.00	
Video as a Service							



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
18	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$49 PER MON)	34	5 YEAR	\$2,940.00	\$99,960.00	
19	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
20	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	34		Included	Included	3 YEAR
21	WGW00300-003	V300 NO FAULT WARRANTY	34	5 YEAR	Included	Included	
22	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	34	5 YEAR	Included	Included	
23	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	34	5 YEAR	Included	Included	
Vigilant							
24	TT4150A	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 50 SWORN - STATE AND LOCAL	1		\$0.00	\$0.00	
25	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$500.00	
26	DDN3421A	M500 BASIC ALPR VAAS	13		\$516.00	\$6,708.00	
Grand Total					\$278,938.00(USD)		



Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$65,290.00	\$0.00
Year 2 Subscription Fee	\$53,412.00	\$0.00
Year 3 Subscription Fee	\$53,412.00	\$0.00
Year 4 Subscription Fee	\$53,412.00	\$0.00
Year 5 Subscription Fee	\$53,412.00	\$0.00
Grand Total System Price	\$278,938.00	\$0.00



M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

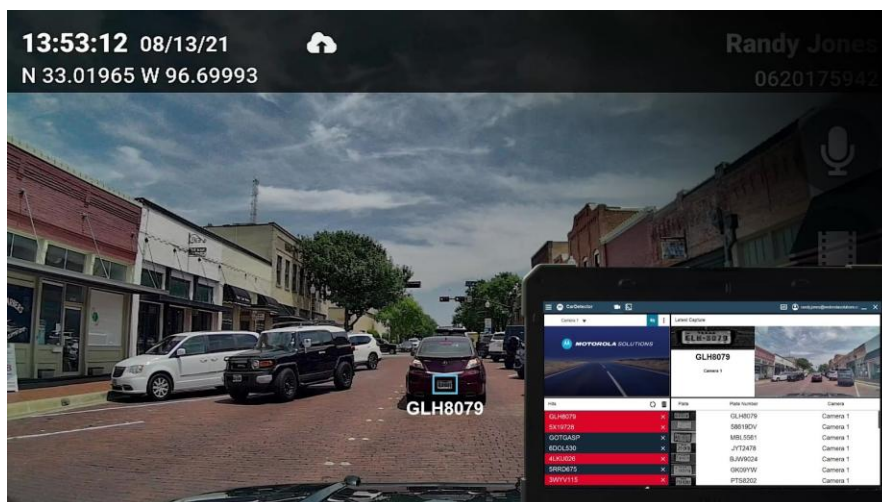
DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.





Commission Action Report

Title: Award 2023 Hazardous Sidewalk Program

Proposed Agenda Date: March 15th, 2023

Presented By: James Ubert, City Engineer

BACKGROUND:

At 2:00 pm, Tuesday, March 7th, 2023, the City Engineer's Office publicly opened bids for the 2023 Hazardous Sidewalk Project. The bid received is to be used for setting unit prices for each individual project line item. Bid totals were achieved by multiplying these unit prices with our initial estimated quantities from the list of site work projected for the 2023 Hazardous Sidewalk program. The follow is the totals for the bid received and the Engineer's Estimate.

CONTRACTOR	BASE BID
S.R. Coffman	\$57,997.50
Engineer's Estimate	\$52,587.50

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

The 2023 Hazardous Sidewalk Program is budgeted at \$100,000.00. Locations and quantities will be added throughout the year as property owners sign up for participation in the program. The program also allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit prices.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Staff recommends awarding the contract to S.R. Coffman Construction, Inc. & authorize the Mayor to sign the agreement.

ATTACHMENTS:

Bid Tabulation

CITY OF EMPORIA, KS BID TABULATION FOR 2023 HAZARDOUS SIDEWALK PROJECT							Bid Date and Time: 2:00 pm on 03/07/2023 at City Engineering	
			S.R. Coffman		CITY ENGINEER'S			
					ESTIMATE			
Quantity	Units	Description	Unit	Total	Unit	Total		
<u>Base Bid</u>								
50	S.F.	4" SIDEWALK (0-100 SF)	\$25.00	\$1,250.00	\$10.00	\$500.00		
1,800	S.F.	4" SIDEWALK (101-250 SF)	\$9.25	\$16,650.00	\$8.50	\$15,300.00		
2,000	S.F.	4" SIDEWALK (251+ SF)	\$8.50	\$17,000.00	\$8.00	\$16,000.00		
400	S.Y.	6" SIDEWALK	\$8.70	\$3,480.00	\$8.50	\$3,400.00		
250	S.F.	6" REINF. SIDEWALK	\$10.15	\$2,537.50	\$9.75	\$2,437.50		
50	Hr.	MISC. SITE WORK	\$68.00	\$3,400.00	\$50.00	\$2,500.00		
60	L.F.	CURB & GUTTER R&R	\$68.00	\$4,080.00	\$60.00	\$3,600.00		
20	S.Y.	HANDICAP RAMP (WARNING PANEL)	\$350.00	\$7,000.00	\$330.00	\$6,600.00		
5	S.Y.	HANDICAP RAMP (NO PANEL)	\$280.00	\$1,400.00	\$260.00	\$1,300.00		
100	L.F.	SAW CUTTING	\$12.00	\$1,200.00	\$9.50	\$950.00		
TOTAL AMOUNT OF BASE BID:			\$57,997.50		\$52,587.50			



Commission Action Report

Title: Easement with Emporia's Radio Stations, Inc
Proposed Agenda Date: March 15th, 2023
Presented By: James Ubert, City Engineer

BACKGROUND:

The City of Emporia is investing in David Traylor Zoo. The City of Emporia is donating a permanent easement to the Emporia's Radio Stations, Inc that will allow access and maintenance of their radio tower infrastructure that extends on to the City's lot which houses the Zoo Administration building. The radio tower infrastructure predates the City's ownership of this lot.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Consider approving easement with Emporia's Radio Stations, Inc on said lot.

ATTACHMENTS:

Easement documents and exhibit.

PERMANENT UTILITY AND ACCESS EASEMENT

This indenture made this _____ day of _____, 2023, by and between the **City of Emporia, Lyon County, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter called the "First Party", and **Emporia's Radio Stations, Inc.**, of Emporia, Lyon County, Kansas, hereinafter called the "Second Party".

WITNESSETH:

That the Second Party owns and operates a radio tower located at 79 Sodens Road in the City of Emporia, Kansas. Underground radio cables extend from the radio tower approximately 180 feet radially from the radio tower and over a portion of the First Party's property located at 75 Sodens Road in the City of Emporia, Kansas.

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent utility and access easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to access, maintain, repair, use and operate underground radio cables located on and under the City lot located at 75 Sodens Road, to wit:

DESCRIPTION: PERMANENT ACCESS EASEMENT

A TRACT IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS AS DESCRIBED BY AARON C. DAVIS, PS1368, ON JANUARY 30, 2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PREVIOUSLY DESCRIBED TRACT IN BOOK 388 AT PAGE 465, AS RECORDED IN THE LYON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT IS 1362.08 FEET WEST AND 1410.75 SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE S. 88°52'40" W. (BASIS OF BEARINGS) ON THE NORTH LINE OF SAID PREVIOUSLY DESCRIBED TRACT FOR 216.33 FEET (216.29 FEET DEED) TO THE NORTHWEST CORNER OF A PREVIOUSLY DESCRIBED TRACT IN VOL. 418 AT PAGE 375, HEREAFTER REFERED TO AS "CITY TRACT", AND RECORDED IN THE LYON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S. 01°44'03" E. ON THE EAST LINE OF SAID CITY TRACT (V418 P375) FOR 265.86 FEET (266 FEET DEED);

THENCE N. 88°55'00" E. ON THE NORTH LINE OF SAID CITY TRACT (BOOK V418 P375) FOR 215.43 FEET (216.29 FEET DEED) TO THE EAST LINE OF SAID CITY TRACT (V418 P375);

THENCE S. 01°40'38" E. ON SAID EAST LINE FOR 183.18 FEET (184 FEET DEED) TO THE SOUTHEAST CORNER OF SAID CITY TRACT (V418 P375);

THENCE S. 88°46'12" W. ON THE SOUTH LINE OF SAID CITY TRACT (V418 P375) FOR 450.57 FEET (450 FEET DEED) TO THE SOUTHWEST CORNER OF SAID CITY TRACT;

THENCE N. 01°42'41" W. ON THE WEST LINE OF SAID CITY TRACT FOR 351.49 FEET, TO A POINT 98.54 FEET SOUTH OF THE NORTHWEST CORNER OF SAID CITY TRACT;

THENCE N. 87°56'07" E. FOR 64.21 FEET;

THENCE S. 71°44'10" E FOR 142.18 FEET;

THENCE N. 18°12'25" E. FOR 96.83 FEET;

THENCE N. 71°43'28" W. FOR 160.50 FEET TO THE NORTH LINE OF SAID CITY TRACT, AT A POINT 80.00 FEET EAST OF THE NORTHWEST CORNER OF SAID CITY TRACT;
THENCE N. 88°52'40" E. ON SAID NORTH LINE FOR 155.16 FEET TO THE POINT OF BEGINNING.
TRACT CONTAINS 2.84 ACRES.

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

Additionally, First Party shall notify Second Party in writing when constructing any structure or any excavation within an area ninety (90) feet to one hundred eighty (180) feet radially from the base of above specified radio tower. First Party shall get written approval from Second Party when constructing any structure or excavation within ninety (90) feet radially from the base of above specified radio tower.

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

City of Emporia, KS

Susan Brinkman, Mayor

Date: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

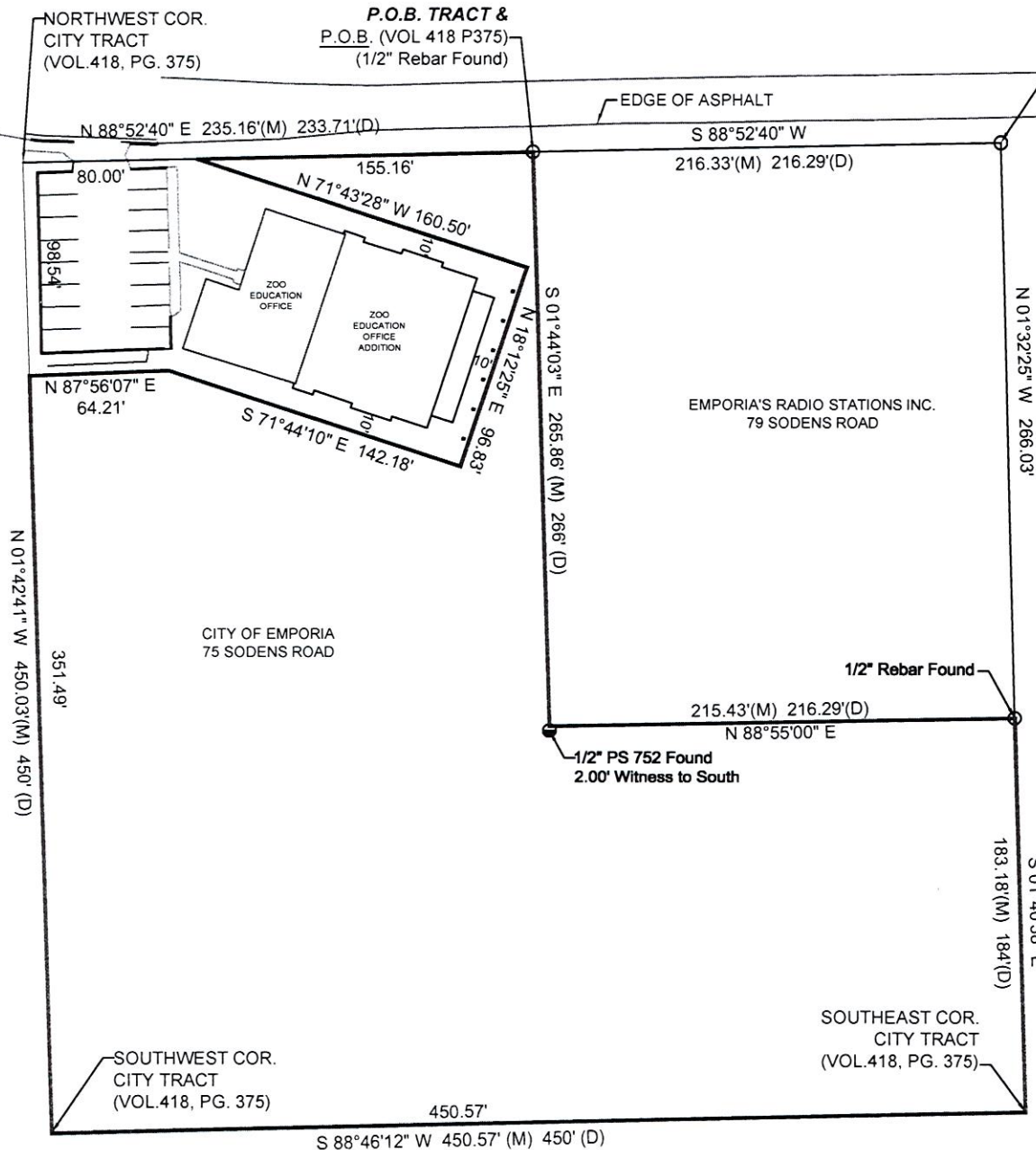
This instrument was signed before me on this _____ day of _____, 2023, by **Susan Brinkman, Mayor of the City of Emporia, KS**, such person being personally known to me to be the same person who executed the instrument of writing and duly acknowledge the execution of the same.

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

NOTARY PUBLIC

My Commission Expires:

CITY OF EMPORIA TRACT EXHIBIT



P.O.C. TRACT & P.O.B. (B388 P465)
 1362.08' W & 1410.75' S OF NE Cor. NE¼ (Deed)
 1360.15' W & 1412.26' S OF NE Cor. NE¼ (Meas.)
 (1/2" Rebar Found)

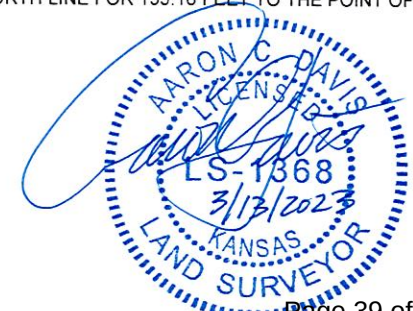
GEOTECH INC.
PROJ: 23030-15
DATE: 01/27/2023
CITY OF EMPORIA



BOUNDARY DESCRIPTION:

A TRACT IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS AS DESCRIBED BY AARON C. DAVIS, PS1368, ON JANUARY 30, 2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PREVIOUSLY DESCRIBED TRACT IN BOOK 388 AT PAGE 465, AS RECORDED IN THE LYON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT IS 1362.08 FEET WEST AND 1410.75 SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 22;
 THENCE S. 88°52'40" W. (BASIS OF BEARINGS) ON THE NORTH LINE OF SAID PREVIOUSLY DESCRIBED TRACT FOR 216.33 FEET (216.29 FEET DEED) TO THE NORTHWEST CORNER OF A PREVIOUSLY DESCRIBED TRACT IN VOL. 418 AT PAGE 375, HEREFTER REFERED TO AS "CITY TRACT", AND RECORDED IN THE LYON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE S. 01°44'03" E. ON THE EAST LINE OF SAID CITY TRACT (V418 P375) FOR 265.86 FEET (266 FEET DEED);
 THENCE N. 88°55'00" E. ON THE NORTH LINE OF SAID CITY TRACT (BOOK V418 P375) FOR 215.43 FEET (216.29 FEET DEED) TO THE EAST LINE OF SAID CITY TRACT (V418 P375);
 THENCE S. 01°40'38" E. ON SAID EAST LINE FOR 183.18 FEET (184 FEET DEED) TO THE SOUTHEAST CORNER OF SAID CITY TRACT (V418 P375);
 THENCE S. 88°46'12" W. ON THE SOUTH LINE OF SAID CITY TRACT (V418 P375) FOR 450.57 FEET (450 FEET DEED) TO THE SOUTHWEST CORNER OF SAID CITY TRACT;
 THENCE N. 01°42'41" W. ON THE WEST LINE OF SAID CITY TRACT FOR 351.49 FEET, TO A POINT 98.54 FEET SOUTH OF THE NORTHWEST CORNER OF SAID CITY TRACT;
 THENCE N. 87°56'07" E. FOR 64.21 FEET;
 THENCE S. 71°44'10" E FOR 142.18 FEET;
 THENCE N. 18°12'25" E. FOR 96.83 FEET;
 THENCE N. 71°43'28" W. FOR 160.50 FEET TO THE NORTH LINE OF SAID CITY TRACT, AT A POINT 80.00 FEET EAST OF THE NORTHWEST CORNER OF SAID CITY TRACT;
 THENCE N. 88°52'40" E. ON SAID NORTH LINE FOR 155.16 FEET TO THE POINT OF BEGINNING.
 TRACT CONTAINS 2.84 ACRES.





Commission Action Report

Title: Accept Easement for Zoo Bus Parking Lot Project

Proposed Agenda Date: March 15th, 2023

Presented By: James Ubert, City Engineer

BACKGROUND:

The City of Emporia is investing in David Traylor Zoo Improvements to include improvements to parking availability and accessibility. The easement acquisition from Emporia's Radio Stations, Inc, will permit construction of a bus parking lot at the zoo on their property.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Consider accepting the donated easement from Emporia's Radio Stations, Inc for the David Traylor Zoo Bus Parking Lot Project.

ATTACHMENTS:

Easement documents and exhibit.

PERMANENT PARKING LOT EASEMENT

This indenture made the _____ day of _____, 2023, between **Emporia's Radio Stations, Inc.**, hereinafter called "First Party" and the **City of Emporia, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter called "Second Party".

WITNESSETH, That the said First Parties in consideration of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do by these presents grant unto the Second Party, its successors and assigns, a permanent parking lot easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a parking lot for bus parking related to Zoo Education Center activities, to wit:

BOUNDARY DESCRIPTION: (PARKING EASEMENT)

A TRACT IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS AS DESCRIBED BY AARON C. DAVIS, PS 1368, ON JANUARY 30, 2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A PREVIOUSLY DESCRIBED TRACT IN BOOK 388 AT PAGE 465, AS RECORDED IN THE LYON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT OF BEGINNING IS 1362.08 FEET WEST AND 1410.75 SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE S. 88°52'40" W. (BASIS OF BEARINGS) ON THE NORTH LINE OF SAID PREVIOUSLY DESCRIBED TRACT FOR 216.33 FEET THE NORTHEAST CORNER OF A PREVIOUSLY DESCRIBED TRACT AS RECORDED IN VOL. 418 AT PAGE 375 IN THE LYON COUNTY REGISTER OF DEEDS OFFICE;

THENCE S. 01°44'03" E. ON THE EAST LINE OF SAID PREVIOUSLY DESCRIBED TRACT (V418 P375) FOR 98.50 FEET;

THENCE N. 88°52'40" E. PARALLEL WITH THE NORTH LINE OF SAID PREVIOUSLY DESCRIBED TRACT (BOOK 388 P465) FOR 215.99 FEET TO THE EAST LINE OF SAID PREVIOUSLY DESCRIBED TRACT (BOOK 388 P465);

THENCE N. 01°32'25" W. ON SAID EAST LINE FOR 98.50 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.49 ACRES.

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

by the improvement or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere with the Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified public improvement. Should the First Party's activities cause damage to the above-specified public improvement, First Party shall be responsible for the cost of repair of such damage.

IN WITNESS WHEREOF, The First Party has executed this instrument the day and year first above written.

Emporia's Radio Stations, Inc.

Printed name and Title (*Authorized Representative*):

Signature (*Authorized Representative*):

ACKNOWLEDGMENT

State of Kansas)
) ss:
County of Lyon)

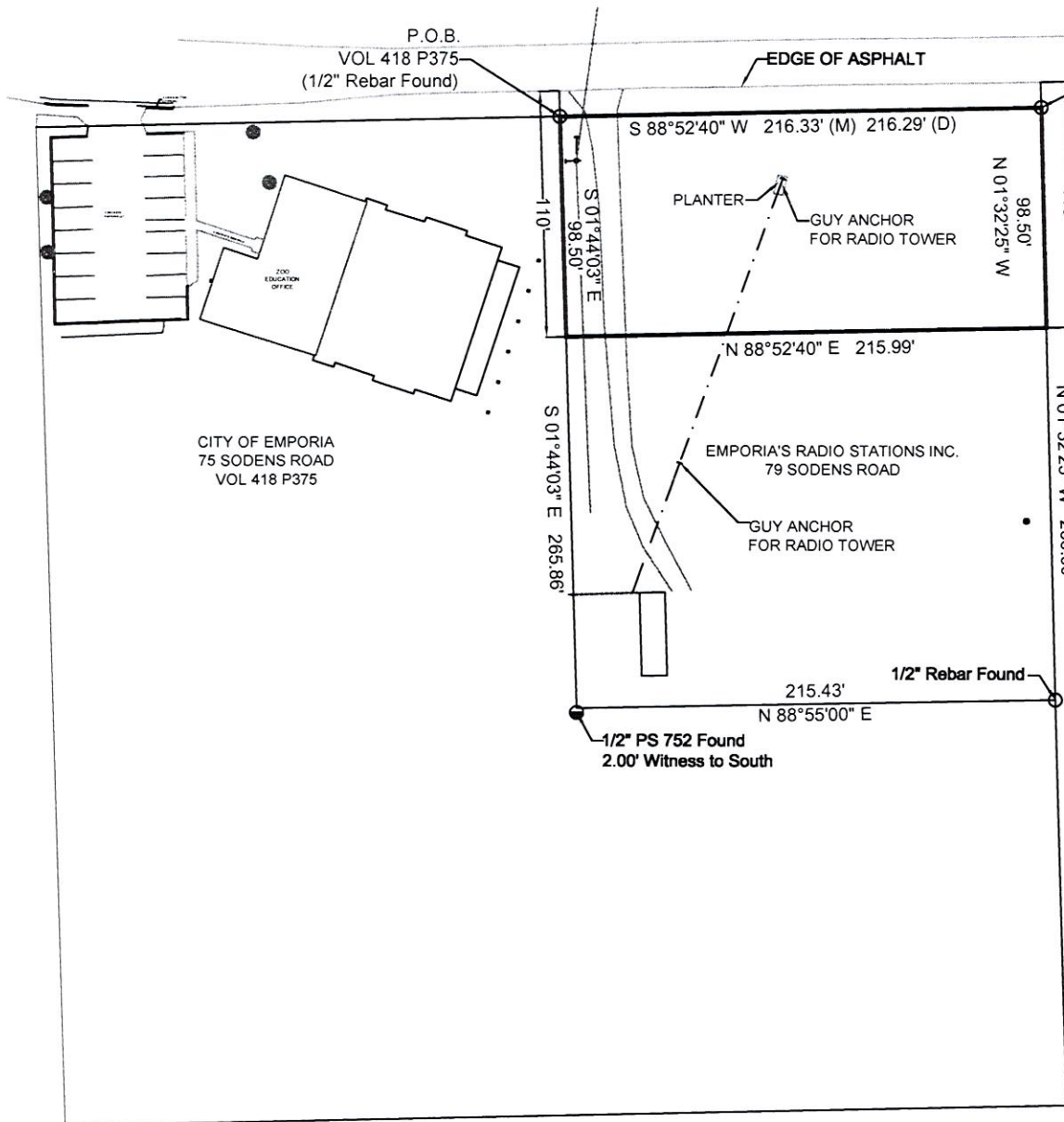
BE IT REMEMBERED, That on this _____ day of _____, A.D., 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is/are personally known to me to be the same person(s) who executed the above instrument of writing and such person(s) duly acknowledge(s) the execution of the same.

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

NOTARY PUBLIC

My Commission Expires: _____

BUS PARKING EASEMENT EXHIBIT



P.O.B. BUS PARKING EASEMENT TRACT & P.O.B. (B388 P465)
 1362.08' W & 1410.75' S OF NE Cor. NE¼ (Deed)
 1360.15' W & 1412.26' S OF NE Cor. NE¼ (Meas.)
 (1/2" Rebar Found)

GEOTECH INC.
 PROJ: 23030-15
 DATE: 01/27/2023
 BUS PARKING TRACT



SCALE: 1" = 80'

BOUNDARY DESCRIPTION:

A TRACT IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS AS DESCRIBED BY AARON C. DAVIS, PS 1368, ON JANUARY 30, 2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 THENCE N. 01°32'25" W. ON SAID EAST LINE FOR 98.50 FEET TO THE POINT OF BEGINNING.
 TRACT CONTAINS 0.49 ACRES.





Commission Action Report

Title: Addendum to Real Estate Purchase Agreement

Proposed Agenda Date: March 15, 2023

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The City is a sub-recipient of a FEMA Pre-Disaster Mitigation Grant designated to help relocate Fanestil production out of the floodplain. As part of the grant process, the City will acquire property at 1542 South Highway 99 utilizing grant funds. The building will be demolished and return to greenspace. The City Commission approved a Real Estate Purchase Agreement for the property on December 7, 2022.

DISCUSSION:

Smoots Enterprises has requested an extension of the closing date. The addendum modifies the closing date from March 31, 2023 to April 19, 2023.

FINANCIAL CONSIDERATIONS:

This project is funded through a FEMA PDM Grant and a local match provided by Smoots Enterprises. There are no additional costs associated with the addendum.

RECOMMENDED ACTION:

Approve Addendum to Real Estate Purchase Agreement and authorize Mayor to sign closing documents.

ATTACHMENTS:

Addendum to Real Estate Purchase Agreement

ADDENDUM TO AGREEMENT

DATED: March 15, 2023

The undersigned, **Smoots Enterprises II, LLC**, Seller, and **City of Emporia, Kansas**, Buyer, in a contract dated **December 7, 2022**, for the sale and purchase of:

BEGINNING AT A POINT 629.43 FEET SOUTH OF THE CENTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE SOUTH 76°30' EAST 639 FEET; THENCE NORTH 273.6 FEET TO THE CENTER OF THE COTTONWOOD RIVER; THENCE NORTHWESTERLY UP STREAM FOLLOWING THE CENTER OF SAID RIVER TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 22; THENCE SOUTH ON SAID CENTER LINE TO THE POINT OF BEGINNING.

hereby agree to amend said contract as follows:

- 1. The closing date will be on or before April 19, 2023.**

ALL OTHER TERMS OF SAID CONTRACT WILL REMAIN THE SAME.

Seller

Buyer

Seller

Buyer



Commission Action Report

Title: Financials & Permits

Proposed Agenda Date: March 15, 2023

BACKGROUND:

This is a time for the City Manager to make comments and reports to the Public.

The following is general information for the month of February 2023 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2022	2023	Increase of \$59,005.23 for the month, and
	\$ 538,675.77	\$ 597,681.00	Overall increase of 11.00% from year 2022.
YTD	\$1,003,613.06	\$1,113,987.92	

City Share from County Tax

	2022	2023	Increase of \$47,270.95 for the month, and
	\$279,484.33	\$326,755.28	Overall increase of 14.34% from year 2022.
YTD	\$517,580.25	\$591,799.66	

Building Permits issued from 2/1/2023 to 2/28/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	33
Total of valuations associated with those building permits:	\$ 3,547,389.00
Total number of dollars collected for Building Permit Fees:	\$ 12,648.63
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

Flint Hills Mall CID for February 2023	\$24,348.62
YTD	\$44,725.29

Pavilions CID for February 2023	\$ 7,228.66
YTD	\$18,102.28



DATE: March 10, 2023
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the two-month period ended February 28, 2023, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$344,421 higher than YTD budget

Sales Tax: \$206,988 higher than YTD Budget

City Wide tax: \$125,187 higher

County Wide tax: \$81,800 higher

Franchise tax: \$134,379 higher than YTD Budget

Electric - \$23,266 higher

Gas - \$95,581 higher

Cablevision - \$14,531 higher

Reimbursements: \$203,535 lower than YTD budget

Half of the taxes for demolishing the Hornet Point building was paid.

Expense

Capital Outlay: \$292,375 under YTD budget due to not purchasing items yet.

Total revenues for the two-month period ended February 28, 2023, were \$1,037,753 over the YTD budget while expenses were \$447,416 under the YTD Budget. Therefore, the General Fund experienced operating results of \$1,485,169 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the two-month period ended February 28, 2023. The significant budget variations have been explained below.

Revenue

Sale of Water: \$61,522 over YTD budget.

Expense

Maintenance & Repair: \$136,835 over YTD budget

Equipment - \$83,598 higher

Main to Meter - \$28,389 higher

Water Main - \$50,060 higher

Pumping equipment - \$22,000 lower

Capital Outlay: \$630,000 lower than YTD budget due to not purchasing items yet.

Total revenues for the two-month period ended February 28, 2023, were \$77,125 over the YTD budget while expenses were \$548,766 lower the YTD Budget. Therefore, the Water Fund experienced operating results of \$625,891 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the two-month period ended February 28, 2023. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$59,760 higher than YTD budget

Expenses

Capital Outlay: \$432,654 lower than YTD budget due to not purchasing items yet.

Total revenues for the two-month period ended February 28, 2023, were \$62,429 higher the YTD budget while expenses were \$554,539 lower the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$616,968 more favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the two-month period ended February 28, 2023. The significant budget variations have been explained below.

Revenue

Collection fees: \$5,914 higher than YTD budget

Rolloff: \$13,715 higher than YTD budget

Expenses

Capital Outlay \$685,000 lower than YTD budget due to items not purchased yet.

Total revenues for the two-month period ended February 28, 2023, were \$393 lower the YTD budget while expenses were \$659,294 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$658,901 more favorable than the YTD Budget.

GENERAL FUND

as of February 28, 2023

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,535,363	4,519,095	4,515,233	5,744,854	5,744,854
REVENUE					
Ad Valorem Property Tax	5,112,898	5,636,204	2,830,000	3,174,421	(344,421)
Sales Tax	7,676,241	8,992,800	1,498,800	1,705,788	(206,988)
Franchise Tax	3,041,958	2,814,536	469,088	603,467	(134,379)
Other Taxes	2,063,459	731,188	38,000	67,715	(29,715)
Intergovernmental Taxes	313,974	333,006	8,406	100,092	(91,686)
Licenses & Permits	385,058	267,950	39,778	64,339	(24,561)
Charges for Services	2,123,416	2,105,903	347,304	335,342	11,962
Fines & Fees	434,395	542,300	90,224	76,628	13,596
Use of Property and Money	207,861	161,996	25,298	47,150	(21,852)
Reimbursements	(251,411)	155,756	25,946	229,481	(203,535)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	431,980	432,223	(243)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	190	200	32	20	12
Nonoperating Revenues	51,743	0		5,941	(5,941)
TOTAL RECEIPTS	23,932,253	24,333,777	5,804,856	6,842,609	(1,037,753)
EXPENDITURES					
Personnel Services	13,406,587	14,681,310	2,259,148	2,199,419	59,729
Vacancy Rate		(280,252)	0		0
Maintenance & Repair	735,874	1,022,467	169,022	264,654	(95,632)
Commodities	1,562,917	1,762,750	306,890	288,255	18,635
Other Charges	246,777	846,818	110,044	115,775	(5,731)
Capital Outlay	172,847	319,106	319,106	26,731	292,375
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	154,166	154,166	0
Transfer to Multi Year Fund	3,114,307	3,060,000	510,000	591,800	(81,800)
Transfer to Project accounts	612,833	40,000	0	87,100	(87,100)
Transfer to Equipment Reserve	260,000	264,500	304,500	0	304,500
Utilities	522,093	554,250	92,348	106,335	(13,987)
Communications	104,507	129,500	21,540	21,600	(60)
Training and Travel	201,605	214,750	35,776	30,858	4,918
Jail Expenses	67,520	80,000	13,332	14,950	(1,618)
Other Contractual	942,353	1,038,950	178,288	125,101	53,187
Excess Carryover		3,165,514	0		0
Outstanding PO's	0				
TOTAL EXPENDITURES	22,875,220	27,824,663	4,474,160	4,026,744	447,416
Revenue less expenses	1,057,033	(3,490,886)	1,330,696	2,815,865	(1,485,169)
Cash Basis Adjustments/Non-appropriated Balance	152,458	0	0	(31,229)	
Ending Cash Balance	5,744,854	1,028,209	5,845,929	8,529,491	
Base for Reserve calculation	17,790,233	23,216,057	3,186,388	3,166,947	
15% Reserve	2,668,535	3,482,409	477,958	475,042	
Amount over 15% Reserve	3,076,319	(2,454,200)	5,367,971	8,054,449	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
Police	\$25,000		License Plate Reader (LPR)
Police	\$38,000		3 Mobile data terminals & 3 Video Cameras
Police	\$22,000		10 Body Cameras
Police	\$14,000		8 Tasers
Fire	\$34,000		Water Rescue & Technical rescue Equipment
Fire	\$11,106		Forcible Entry Trng Prop
EMS	\$45,000		Monitor/Defibrillator
EMS	\$38,000		Mechanical CPR Devices
EMS	\$30,000		Replace Power Cots
Shop	\$8,000		Transmission Jack
Shop	\$4,000		Tough laptop for Shop Use (service data softwar
Park	\$20,000		72" zero turn (2000)

Multi Year Fund

as of February 28, 2023

				2023	2023
				Purchase Order	Expenses
				Actual	Budget/estimated
Beginning unencumbered balance				3,060,010.61	3,060,010.61
REVENUE					
	Sales Tax Proceeds from General Fund			591,799.66	3,060,000.00
	Interest			11,922.68	5,000.00
	Outstanding PO's			324,358.00	-
	Accounts Receivable			500.00	
Total Revenue				928,580.34	3,065,000.00
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership	-	-	400,000.00
	102-0101-400.0505	ADA Sidewalks	-	-	50,000.00
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room	-	-	100,000.00
	102-0101-400.0265	Miscellaneous storm water repairs	-	-	100,000.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	-	-	14,388.05
	102-0201-400.0502	Firing Range House Split with county	-	-	30,000.00
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	-	-	12,000.00
	102 0601 400 0257	2022 Hazardous Sidewalk	92.03	92.03	100,000.00
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	-	-	754,934.60
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic Arts to Hatcher	-	-	55,000.00
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton	-	-	25,000.00
SK2201	102-0601-400.1516	Sidewalk 12th & Burlingame & 24th Prairie to Lincoln	-	1,490.85	145,241.61
SK2301	102-0601-400.1516	Sidewalk 24th Ave Graphic Arts to Westridge Dr	-	1,710.72	100,000.00
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	-	-	70,000.00
	102-0601-400.1516	Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)	-	-	100,000.00
PV2201	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	-	107.20	-
PV2301	102-0601-400.1516	CCLIP US 50 Mechanic to East limits	-	271.29	299,967.84
PV2302	102-0601-400.1516	2023 Street Rehab	-	4,683.25	860,000.00
	102-0601-400.1516	6th & Prairie intersection Improvements	-	-	-
	102-0601-400.1516	Misc Street Repairs	-	-	100,000.00
	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 253	-	-	80,000.00
PV2206	102-0601-400.0505	Slurry/chip Seal	26,312.70	-	26,312.70
	102-0601-400.0505	Slurry/chip Seal	-	-	200,000.00
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	69,077.71	-	20,817.75
	102-0601-400.1516	Funston street	-	170,152.76	170,152.76
GC2301	102-0701-400.0505	Tee Box limprovements	14,500.00	2,000.00	429,962.00
PK2103	102-0801-400.0505	Pickleball viewing area improvement	7,258.80	-	8,000.00
	102-0803-400.0505	JAC replace sand in filters	-	-	20,000.00
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	-	-	3,518.00
ZO2102	102-0806-400.0502	Parking Lot at Zoo	127,864.70	268.38	158,913.64
	102-0806-400.0505	Bus parking at zoo	-	305.00	60,000.00
	102-0806-400.0502	Hoof Stock Sheds	-	-	50,000.00
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs	-	-	54,000.00
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo	25,629.10	-	26,000.00
	102-0806-400.0505	Eagle pond renovation	-	-	120,000.00
	101-0806-400.0505	Off-exhibit privacy fence & holding area pond repair	-	-	78,000.00
CV2207	102-0901-400.0505	Downtown concrete - trip hazard correction	-	10,316.00	12,000.00
	102-0901-400.0502	618 Mechanic Roof	-	-	60,000.00
	102-0901-400.0502	Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)	-	-	81,000.00
CV2206	102-0901-400.0502	Replace Steam Lines & update HVAC	0.00	-	25,000.00
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways	-	-	50,000.00
	102-0901-400.0502	Sewer Lift Station - Police dept basement	-	-	110,000.00
	102-0901-400.0502	2022 Replace Steam Lines	-	-	85,000.00
	102-0901-400.0502	2nd floor restroom ceiling repairs	-	-	30,000.00
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements	-	-	400,000.00
CV2205	102-0901-400.0502	Replace Irrigation system	10,280.13	-	27,090.00
CV2204	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	Elevator Controls	53,050.00	-	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches	-	-	60,000.00
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	-	10,000.00
	102-0902-400.0502	HVAC updates	-	-	30,000.00
	102-1401-400.0502	Remodel Terminal Bathroom	-	-	60,000.00
EXPENDITURES				338,858.00	191,397.48
Ending Unencumbered Cash balance				3,458,335.47	(30,273.34)
2022 budgeted projects				3,458,335.47	-

Insurance Reserve

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$500,000	\$500,000	\$0
REVENUE					
Transfer from General	\$500,000	\$0	\$0	\$0	\$0
Interest		\$0		\$1,609	(\$1,609)
TOTAL RECEIPTS	\$500,000	\$0	\$0	\$1,609	(\$1,609)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Misc Projects		\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$500,000	\$0	\$500,000	\$501,609	(\$1,609)

City of Emporia, Kansas

Library Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$896,105	\$977,639	\$488,500	\$548,215	(\$59,715)
Back Tax Collection	\$21,052	\$15,000	\$7,500	\$2,536	\$4,964
Motor Vehicle Tax	\$90,694	\$98,842	\$6,000	\$11,677	(\$5,677)
Recreational Vehicle Tax	\$1,113	\$1,073	\$400	\$78	\$322
AdValorem Tax Reduction	(\$9,766)	(\$9,500)	(\$4,750)	(\$4,265)	(\$485)
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$999,198	\$1,083,054	\$497,650	\$558,241	(\$60,591)
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$999,198	\$1,083,054	\$497,650	\$558,241	(\$60,591)
TOTAL EXPENDITURES	\$999,198	\$1,083,054	\$497,650	\$558,241	(\$60,591)
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$649,121	\$787,753	\$606,062	\$810,801	\$0
REVENUE					
Transient Guest Tax	\$771,864	\$700,000	\$180,000	\$217,965	(\$37,965)
Interest on Investment	\$4,093	\$750	\$124	\$2,217	(\$2,093)
Fence rental	\$7,999	\$6,000	\$0	\$0	\$0
Return of amount over allowed reserve	\$50,630				\$0
Repayment of extra funds - Chamber				\$0	\$0
Accounts Receivable - fence rental	\$12,368			\$0	\$0
TOTAL RECEIPTS	\$846,954	\$706,750	\$180,124	\$220,182	(\$40,058)
EXPENDITURES					
CVB Appropriation	\$365,000	\$385,000	\$180,000	\$217,965	(\$37,965)
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$0		\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$7,500	\$7,500	\$0		\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$56,250	\$100,000	\$100,000	\$100,000	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$10,000	\$10,000	\$0		\$0
Emporia Granda	\$20,000	\$30,000	\$0		\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$15,000	\$15,000	\$0		\$0
DDO	\$25,000	\$25,000	\$0		\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$20,000	\$20,000	\$0		\$0
Dynamic Discs - Jones course improvement	\$55,529				\$0
Hammond Park Crossings				\$596	(\$596)
Miscellaneous	\$10,995	\$0			\$0
Special Projects		\$822,002	\$0		\$0
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$685,274	\$1,494,502	\$330,000	\$368,561	(\$38,561)
Ending Cash Balance	\$810,801	\$1	\$456,186	\$662,422	(\$1,497)
Transient Guest Tax Receipts	2019	2020	2021	2022	2023
1ST QUARTER-JANUARY	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75	\$217,964.96
2ND QUARTER-APRIL	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80	\$0.00
3RD QUARTER-JULY	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58	\$0.00
4TH QUARTER-OCTOBER	\$207,822.11	\$151,949.08	\$200,102.99	\$219,288.14	\$0.00
TOTAL	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27	\$217,964.96

City of Emporia, Kansas

Industrial Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	19,924	19,882	19,899	21,250	0
REVENUE					
Ad Valorem Property Tax	1,077	1,000	500	649	(149)
Back Tax Collections	26	21	8	3	5
Motor Vehicle Tax	111	110	20	14	6
Ad Valorem Tax Reduction	(12)	(16)	(8)	(5)	(3)
Interest on Investment	124	25	4	71	(67)
Miscellaneous					
TOTAL RECEIPTS	1,326	1,140	524	732	(208)
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	19,837			0
TOTAL EXPENDITURES	0	21,022	1,089	0	1,089
Ending Cash Balance	21,250	0	19,334	21,982	(1,297)

Industrial Development Sales Tax

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$247,080	\$447,328	\$253,102	\$1,423,879	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$154,166	\$154,166	\$0
Interest Income	\$5,240	\$250	\$40	\$3,542	(\$3,502)
Money for Land Purchases	\$100,000	\$0		\$0	\$0
Bond Proceeds	\$1,000,000	\$0	\$0	\$0	\$0
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$2,030,240	\$925,250	\$154,206	\$157,708	(\$3,502)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$87,500	\$87,500	\$0
Emporia Enterprises	\$32,500	\$35,000	\$0	\$0	\$0
Miscellaneous	\$0	\$0		\$0	\$0
Land Purchase for Industr	\$0	\$0	\$0	\$0	\$0
Land Purchase	\$0	\$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
Soden Rd water main ext	\$0	\$0	\$0	\$60,000	(\$60,000)
Water Valves					\$0
Special Projects	\$120,941	\$637,578	\$0	\$0	\$0
Total Expenses	\$853,441	\$1,372,578	\$437,500	\$497,500	(\$60,000)
Ending Cash Balance	\$1,423,879	\$0	-\$30,192	\$1,084,087	\$56,498

Special Alcohol Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	89,340	82,664	77,967	103,198	0
REVENUE					
Private Club Liquor Tax	100,043	90,000	0	0	0
Interest on Investment	565	75	12	309	(297)
TOTAL RECEIPTS	100,608	90,075	12	309	(297)
EXPENDITURES					
Appropriations	86,750	97,200	7,200	7,200	0
Special Projects		75,539	0		0
TOTAL EXPENDITURES	86,750	172,739	7,200	7,200	0
Ending Cash Balance	103,198	0	70,779	96,307	(297)

	Receive in 2019	Receive in 2020	Receive in 2021	Receive in 2022	Receive in 2023
Appropriations					
Cross Winds	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Corner House	\$55,000.00	\$65,000.00	\$48,750.00	\$65,000.00	\$75,000.00
Emporia State University	\$5,400.00	\$9,000.00	\$6,750.00	\$6,750.00	\$7,200.00
Emporia State University USD #253	\$6,500.00	\$0.00	\$0.00		
Total	\$86,900.00	\$94,000.00	\$70,500.00	\$86,750.00	\$97,200.00

	2019	2020	2021	2022	2023
Receipts					
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09	\$0.00
2ND QUARTER - JUNE	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19	\$0.00
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72	\$0.00
4TH QUARTER - DECEMBER	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46	\$0.00
TOTAL	\$102,449.83	\$66,237.79	\$86,357.76	\$100,043.46	\$0.00

Special Park Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$188,630	\$168,979	\$132,234	\$83,362	\$0
REVENUE					
Private Club Liquor Tax	\$100,043	\$90,000	\$0	\$0	\$0
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$0	\$0		\$0	\$0
Interest on Investment	\$598	\$150	\$24	\$268	(\$244)
TOTAL RECEIPTS	\$100,641	\$90,150	\$24	\$268	(\$244)
EXPENDITURES					
Capital Outlay	\$84,868	\$70,000	\$70,000	\$67,859	\$2,141
Municipal Band Allocation	\$10,000	\$15,000	\$0	\$0	\$0
Miscellaneous					\$0
Commodities	\$14,330	\$0		\$0	\$0
Contractual Services	\$0	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account	\$96,711			\$0	\$0
Outstanding PO's	\$0			\$0	
Special Projects	\$0	\$174,129	\$0		\$0
TOTAL EXPENDITURES	\$205,909	\$259,129	\$70,000	\$67,859	\$2,141
Ending Cash Balance	\$83,362	\$0	\$62,258	\$15,771	(\$2,385)

Receipts	2019	2020	2021	2022	2023
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10	\$0.00
2ND QUARTER - JUNE	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19	\$0.00
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.00	\$25,844.73	\$28,544.72	\$0.00
4TH QUARTER - DECEMBER	\$26,705.53	\$14,069.39	\$24,664.03	\$25,393.46	\$0.00
TOTAL	\$102,449.84	\$67,237.76	\$86,357.57	\$100,043.47	\$0.00

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

11 Foot Rotary Mower (2012)

Special Street Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	517,460	345,323	496,206	289,185	
REVENUE					
Gasoline Tax	655,837	670,000	167,500	167,413	87
Special City-County Tax	77,404	74,826	0	0	0
Damages	23,089	5,000	832	745	87
Interest on Investment	2,490	500	82	1,145	(1,063)
Transfer of Funds		0			0
Sale of Salvage	33			0	0
Miscellaneous	4,497	0		0	0
TOTAL RECEIPTS	763,350	750,326	168,414	169,303	(889)
EXPENDITURES					
Personnel Services	636,316	595,926	91,724	101,859	(10,135)
Vacancy		(11,477)			0
Maintenance & Repair	103,127	89,240	14,864	30,017	(15,153)
Commodities	117,347	145,450	24,232	20,747	3,485
Other Charges	38,629	47,100	4,924	10,252	(5,328)
Capital Outlay	14,875	0		0	0
Transfer of Funds	0	0		0	0
Utilities	27,951	30,550	5,090	6,161	(1,071)
Communications	1,464	2,350	388	285	103
Training & Travel	8,784	7,500	1,248	685	563
Contractual Services	43,212	42,300	5,846	3,388	2,458
Special Projects	0	146,709	0	0	0
Audit Adjustments	(80)			(7,515)	7,515
Outstanding PO's	0			0	0
TOTAL EXPENDITURES	991,625	1,095,648	148,316	165,879	(17,563)
Net Change in Cash	(228,275)	(345,322)	20,098	3,424	
Ending Cash Balance	289,185	1	516,304	292,609	
Receipts	2019	2020	2021	2022	2023
1st Quarter - Jan Payment	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74	\$167,412.68
2nd Quarter - April Payment	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42	
Extra Payment- June			\$54,671.53		
3rd Quarter - July Payment	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14	
4th Quarter - Oct Payment	\$177,741.69	\$164,712.37	\$174,419.30	\$165,112.70	
Total	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00	\$167,412.68

Capital Item	Budget Amount	Purchase Price
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City of Emporia, Kansas

Drug Forfeiture Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$69,301	\$34,819	\$72,327	\$83,820	
REVENUE					
Receipts from Drug Forfeitures	\$52,650	\$5,000	\$832	\$0	832
Interest on Investment	\$487	\$50	\$8	\$262	(254)
Miscellaneous					
TOTAL RECEIPTS	\$53,137	\$5,050	\$840	\$262	578
EXPENDITURES					
Commodities	\$23,264	\$5,000	\$832	\$3,180	(2,348)
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges				\$4,293	(4,293)
Transfer of funds					
Other Contractual	\$3,459	\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$11,895	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$34,869	\$0		
TOTAL EXPENDITURES	\$38,618	\$39,869	\$832	\$7,474	(6,642)
Ending Cash Balance	\$83,820	\$0	\$72,335	\$76,609	

Storm Water

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$259,179	
REVENUE					
Transfer from Multi Year	\$258,276	\$0	\$0	\$0	-
Interest on Investment	\$903	\$0	\$0	\$834	(834)
Miscellaneous					
TOTAL RECEIPTS	\$259,179	\$0	\$0	\$834	(834)
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	\$259,179	\$0	\$0	\$260,013	

City of Emporia, Kansas

Bond & Interest Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$1,340,014	\$1,859,420	\$1,328,355	\$1,986,995	\$0
REVENUE					
Ad Valorem Property Tax	\$1,794,007	\$1,957,078	\$1,000,000	\$1,097,404	(97,404)
Back Tax Collection	\$42,618	\$40,000	\$20,000	\$5,097	14,903
Special Assessments	\$82,354	\$78,252	\$40,000	\$38,953	1,047
Motor Vehicle Tax	\$184,027	\$200,054	\$61,000	\$23,533	37,467
Ad Valorem Tax Reduction	-\$19,552	-\$20,000	-\$10,000	-\$8,538	(1,462)
Interest on Investment	\$11,808	\$951	\$158	\$9,813	(9,655)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvem	\$47,700	\$46,350	\$0	\$0	0
Recreation Center - Fitness Room	\$50,960	\$51,200	\$0	\$0	0
Industrial Land Payment - Ind Sales Tax		\$0		\$0	0
Sale of Bonds	\$3,540,000	\$0	\$0	\$0	0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous	\$126,975	\$0		\$0	0
Transfer of Funds from Project Accounts	\$97,528	\$0	\$0	\$0	0
TOTAL RECEIPTS	\$5,958,424	\$2,353,885	\$1,111,158	\$1,166,261	
EXPENDITURES					
Principal	\$1,440,000	\$1,891,000	\$0	\$0	0
Interest Coupons	\$204,500	\$154,050	\$0	\$132,092	(132,092)
Transfer of funds	\$3,666,943			\$0	
Misc projects		\$2,167,553	\$0		
TOTAL EXPENDITURES	\$5,311,443	\$4,212,603	\$0	\$132,092	(132,092)
Ending Cash Balance	\$1,986,995	\$702	\$2,439,513	\$3,021,164	

Equipment Reserve Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$334,000	\$334,000	\$334,000	
REVENUE					
Transfer from other funds	\$1,104,627	\$417,000	\$0	\$0	-
Interest on Investment	\$0	\$0	\$0	\$4,726	(4,726)
Miscellaneous					
TOTAL RECEIPTS	\$1,104,627	\$417,000	\$0	\$4,726	(4,726)
EXPENDITURES					
Leasing Payment		\$317,529			-
Outstanding PO's	\$770,627			\$0	
Special Projects		\$433,471	\$0		
TOTAL EXPENDITURES	\$770,627	\$751,000	\$0	\$0	-
Ending Cash Balance	\$334,000	\$0	\$334,000	\$338,726	

Water Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,246,908	2,860,168	1,676,012	2,544,564	0
REVENUE					
Sale of Water	6,884,339	6,593,612	1,020,000	1,081,522	(61,522)
Service Charge	103,029	100,000	16,666	14,117	2,550
Penalties	93,424	95,000	15,832	14,885	947
Sale of Salvage		0		0	0
Reimbursed Expense	7,827	2,000	456	9,541	(9,085)
Interest on Investment	20,504	6,000	1,000	10,308	(9,308)
Sale of Bonds	1,550,000	0	0	0	0
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	0	0	0	0	0
Non Operating Revenue	2,530,077	0		0	0
Miscellaneous	7,027	2,100	166	873	(707)
TOTAL RECEIPTS	11,546,227	7,148,712	1,404,120	1,481,245	(77,125)
EXPENDITURES					
Personnel Services	1,050,745	1,109,627	170,600	179,497	(8,897)
Vacancy		(21,507)	0		0
Maintenance & Repair	1,178,812	765,050	124,664	261,499	(136,835)
Commodities	1,441,786	1,234,350	205,706	178,450	27,256
Other Charges	268,470	246,320	28,038	36,922	(8,884)
Capital Outlay	119,123	630,000	630,000	0	630,000
Debt Payment	1,496,757	2,060,289	2,041,360	2,041,360	0
Stock	49,206	5,000	832	0	832
Transfer to Project Account	4,102,675	45,000	7,500	0	7,500
Utilities	718,905	578,600	96,428	118,345	(21,917)
Communications	28,025	44,900	7,476	4,928	2,548
Travel & Training	15,702	14,250	2,370	6,751	(4,381)
Contractual Services	838,471	675,800	229,458	233,468	(4,010)
Administrative Fee 16%	1,131,081	1,086,178	181,028	177,684	3,344
Excess Carryover		1,000,000			
Change in Liabilities	(191,187)	0		(62,210)	62,210
Outstanding PO's	0				
TOTAL EXPENDITURES	12,248,571	9,473,857	3,725,460	3,176,694	548,766
NET CHANGE IN CASH	(702,344)	(2,325,145)	(2,321,340)	(1,695,449)	(625,891)
ENDING CASH BALANCE	2,544,564	535,023	(645,328)	849,115	
Principal Bond Payments	(1,210,000)	(1,837,900)	(1,837,900)	(1,837,900)	
Depreciation	1,313,352	1,450,000	241,664	250,821	
Capitalized Assets	(3,516,676)	(630,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,413,324)	(1,017,900)	(1,596,236)	(1,587,079)	
Base for reserve calculation	8,026,773	8,843,857	3,087,960	3,176,694	
20% reserve amount	1,605,355	1,768,771	617,592	635,339	
Amount over 20% reserve	939,209	(1,233,748)	(1,262,920)	213,776	

Wastewater Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,351,304	2,234,113	2,010,106	1,986,891	
REVENUE					
Sales/Charges	6,126,631	5,900,000	983,332	1,043,092	(59,760)
Extra Strength Surcharge	159,751	111,900	18,648	13,713	4,935
Interest on Investment	13,582	3,000	500	9,097	(8,597)
New System taps	200	1,000	166	0	827
Loss on sales of assets	0			0	
Grant money	0	0		0	0
Sale of Bonds	1,430,000	0	0	0	0
Non Operating Revenue	138,935				
Miscellaneous	148,325	1,000	166	0	166
TOTAL RECEIPTS	8,017,424	6,016,900	1,002,812	1,065,901	(62,429)
EXPENDITURES					
Personnel Services	1,058,591	1,106,158	170,232	171,357	(1,125)
Vacancy	0	(19,806)		0	0
Maintenance & Repair	813,474	385,250	59,532	95,610	(36,078)
Commodities	424,293	259,250	38,696	50,957	(12,261)
Other Charges	170,406	185,850	14,624	8,595	6,029
Capital Outlay	512,842	493,000	493,000	60,346	432,654
Debt Payment	2,681,379	2,881,585	2,615,038	2,624,110	(9,072)
Transfer to Project fund	1,602,732	0	0	0	0
Utilities	615,809	522,500	87,078	107,489	(20,411)
Communications	21,505	29,600	4,924	3,917	1,007
Travel & Training	13,845	5,500	912	5,507	(4,595)
Contractual Services	381,317	232,550	37,250	68,263	(31,013)
Administrative Fee flat	610,000	610,000	101,666	101,666	0
Excess Carryover		1,000,000	0		
Change in Liabilities	(524,356)	0		(229,403)	229,403
Outstanding PO's	0				
TOTAL EXPENDITURES	8,381,837	7,691,437	3,622,952	3,068,413	554,539
NET CHANGE IN CASH	(364,413)	(1,674,537)	(2,620,140)	(2,002,511)	(616,968)
ENDING CASH BALANCE	1,986,891	559,576	(610,034)	(15,620)	
Depreciation	1,910,079	2,125,205	354,198	350,356	
Principal Bond Payments	(2,130,502)	(2,329,592)	(2,329,592)	(2,329,592)	
Capitalized Assets	(1,814,118)	(493,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(2,034,541)	(697,387)	(1,975,394)	(1,979,236)	
Base for reserve calculation	6,266,263	7,198,437	3,129,952	3,008,067	
20% Cash Reserve amount	1,253,253	1,439,687	625,990	601,613	
Amount over 20% Cash Reserve	733,638	(880,111)	(1,236,024)	(617,234)	

Solid Waste Fund

as of February 28, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Feb Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	4,002,114	3,479,732	2,441,855	3,555,447	
REVENUE					
Refuse Collection Fees	2,971,094	2,964,876	494,146	500,060	(5,914)
Loss on Sale of Assets		0			0
Interest on Investments	26,458	4,200	700	12,345	(11,645)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	201,913	175,000	29,166	7,233	21,933
Box Container Fees	2,063,528	1,920,000	319,998	333,713	(13,715)
Landfill Fees	562,540	508,000	84,664	74,817	9,847
Transfers		0			0
Miscellaneous	23,247	4,800	41	153	(112)
TOTAL RECEIPTS	5,848,780	5,576,876	928,715	928,322	393
EXPENDITURES					
Personnel Services	2,023,281	2,109,909	324,940	334,930	(9,990)
Vacancy		(40,995)			0
Maintenance & Repair	351,646	300,000	46,906	107,925	(61,019)
Commodities	360,177	482,900	79,460	46,638	32,822
Other Charges	137,731	183,930	23,126	17,391	5,735
Capital Outlay	72,612	685,000	685,000	0	685,000
Transfer to Equipment Reserve	770,627			0	0
Utilities	50,501	54,550	9,086	17,068	(7,982)
Communications	41,954	49,700	8,272	6,138	2,134
Transfer to project	44,000	0			0
Travel & Training	7,606	8,750	1,454	229	1,225
Contractual Services	1,626,387	1,720,900	286,702	319,308	(32,606)
Administrative Fee 16%	895,433	862,860	143,810	145,374	(1,564)
Excess Carryover		2,000,000	0		
Change in Liabilities	(86,508)	0		(45,539)	45,539
Outstanding PO's	0				
TOTAL EXPENDITURES	6,295,447	8,417,504	1,608,756	949,462	659,294
NET CHANGE IN CASH	(446,667)	(2,840,628)	(680,041)	(21,141)	(658,901)
ENDING CASH BALANCE	3,555,447	639,104	1,761,814	3,534,306	
Principal Payments	0	0	0	0	
Depreciation	292,242	45,000	74,164	60,400	
Capitalized Assets	(6,433)	(685,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	285,809	(640,000)	74,164	60,400	
Base for reserve calculation	6,222,835	7,732,504	923,756	949,462	
20% cash reserve amount	1,244,567	1,546,501	184,751	189,892	
Amount over 20% Cash Reserv	2,310,880	(907,397)	1,577,063	3,344,414	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of February 28, 2023
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						4,836,190	6,009,543	
COMMISSION/MANAGER/CLERK	1,188,803	195,513.64	993,289	16%	5.03%	243,309	302,341	106,827
FINANCE/HUMAN RESOURCES	433,166	78,240.93	354,925	18%	1.83%	88,655	110,164	31,923
INFORMATION SYSTEMS	352,980	86,688.96	266,291	25%	1.49%	72,243	89,771	3,082
POLICE PROTECTION	4,619,803	735,095.44	3,884,708	16%	19.55%	945,523	1,174,925	439,829
ANIMAL CONTROL	242,734	8,160.91	234,573	3%	1.03%	49,680	61,733	53,572
FIRE PROTECTION	3,067,744	435,127.46	2,632,617	14%	12.98%	627,867	780,200	345,072
AMBULANCE SERVICE	3,587,447	440,740.24	3,146,707	12%	15.18%	734,233	912,372	471,632
CODE SERVICES	920,456	165,651.37	754,805	18%	3.90%	188,387	234,094	68,442
COURT SERVICES	598,993.00	92,482.97	506,510	15%	2.53%	122,594	152,338	59,855
ENGINEERING	553,513.00	92,321.20	461,192	17%	2.34%	113,286	140,771	48,450
SNOW REMOVAL	60,000.00	12,440.40	47,560	21%	0.25%	12,280	15,259	2,819
GOLF COURSE MAINTENANCE	506,649.00	40,784.13	465,865	8%	2.14%	103,695	128,853	88,069
GOLF SHOP	350,351.00	52,106.93	298,244	15%	1.48%	71,705	89,103	36,996
PARK	1,006,350.00	136,249.34	870,101	14%	4.26%	205,967	255,939	119,689
AQUATIC CENTER	187,450.00	101,741.83	85,708	54%	0.79%	38,365	47,673	(54,069)
ZOO	710,679.00	91,947.30	618,732	13%	3.01%	145,453	180,742	88,795
CIVIC BUILDING OPERATIONS	817,788.00	127,454.27	690,334	16%	3.46%	167,375	207,983	80,529
LIBRARY MAINTENANCE	67,329.00	21,404.99	45,924	32%	0.28%	13,780	17,123	(4,282)
GROUND MAINTENANCE	104,820.00	8,137.74	96,682	8%	0.44%	0	26,658	18,520
CONCESSION STAND	80,363.00	35,678.31	44,685	44%	0.34%	16,448	20,438	(15,240)
SHOP MAINTENANCE	136,071.00	7,287.30	128,784	5%	0.58%	27,849	34,606	27,319
STREET LIGHTING	377,400.00	51,711.36	325,689	14%		0	0	
MISC APPROPRIATIONS	113,000	79,003.78	33,996	70%		0	0	
AIRPORT	844,711	183,057	661,654	22%	3.57%	172,885	214,830	31,773
PARKING FACILITY	25,800	1,750	24,050	7%	0.11%	5,280	6,562	4,812
TRANSERS	3,985,000	745,966	3,239,034	19%		0	0	
CONTINGENCY	-280,252		(280,252)	0%		0	0	0
EXCESS CARRYOVER	3,165,514		3,165,514	0%				
GENERAL FUND	27,824,662	4,026,744	23,797,918	14%	86.60%	4,166,859	5,204,478	
	23,629,514							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2023
 EXPENSES FOR WATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,038,782	203,460	1,835,322	10%
ADMINISTRATION	2,528,813	263,165	2,265,648	10%
WATER MAINTENANCE	1,575,015	320,874	1,254,141	20%
WATER PLANT	4,145,248	864,325	3,280,923	21%
WATER STOCK	5,000	0	5,000	0%
	<u>10,292,858</u>	<u>1,651,825</u>	<u>8,641,033</u>	<u>1</u>
Capital Outlay				
Water Distribution	\$5,000		Trailer for min-excavator	
Water Plant	\$75,000		Actuators for Rapid Mixer	
Water Plant	\$100,000		Replace one high service pump	
Water Plant	\$100,000		Bulk storage tanks	
Water Plant	<u>\$350,000</u>		S Cottonwood to East St from KS to Potwin	
	630,000	<u>0</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2023
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,861,779	294,518	2,567,261	10%
ADMINISTRATION	1,906,048	176,802	1,729,246	9%
SEWER MAINTENANCE	1,470,993	299,988	1,171,005	20%
SEWER PLANT	3,084,825	547,273	2,537,552	18%
	<u>9,323,645</u>	<u>1,318,580</u>	<u>8,005,065</u>	<u>1</u>
Capital Outlay				
Sewer Maintenance	\$836,000		New Sanitary Sewer camer	
Waste Water Plant	\$60,000		Replace roof on old shop building	
Waste Water Plant	\$350,000		Upgrade plant telemetry	
	<u>1,246,000</u>	<u>0</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2023
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,082,732	221,849	2,860,883	7%
COLLECTIONS	2,736,086	462,574	2,273,512	17%
TRANSFER STATION	1,728,919	276,329	1,452,590	16%
RECYCLING CENTER	629,767	94,648	535,119	15%
	<u>8,177,504</u>	<u>1,055,401</u>	<u>7,122,103</u>	<u>1</u>
Capital Outlay				
Collections	\$360,000		Automated Refuse Truck (2010)	
Recycling Center	\$25,000		Side by side truckster	
Transfer Station	\$300,000		Construction to new tipping box area	
	<u>\$685,000</u>	<u>0</u>		

City of Emporia
Unencumbered Cash Report
as of February 28, 2023

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	8,529,490.69	5,845,929.00	2,683,561.69	General Use	11,987,826.16	45.70%
102 Multi Year Fund	3,458,335.47	5,875,651.15	(2,417,315.68)	Special Revenue	2,623,684.17	10.00%
103 Insurance Reserve	501,609.25	500,000.00	1,609.25			
201 Library Fund	-	-	-	Utilities	4,367,800.94	16.65%
203 Convention & Tourism Fund	662,422.25	456,186.00	206,236.25	Internal Service	4,518,867.62	17.23%
204 Industrial Fund	21,981.50	19,334.00	2,647.50	Capital Projects	(290,102.80)	-1.11%
205 Industrial Dev Sales Tax Fund	1,084,086.99	(30,192.00)	1,114,278.99	B&I	3,021,163.76	11.52%
206 Special Alcohol Fund	96,306.97	70,779.00	25,527.97		26,229,239.85	
207 Special Park & Recreation Fund	15,770.97	62,258.00	(46,487.03)			
208 Special Street Fund	292,609.17	516,304.00	(223,694.83)	Budget		
209 Drug Money Forfeitures Fund	76,608.84	72,335.00	4,273.84	General Use	266,246.01	
210 Storm Water Fund	260,013.17	-	260,013.17	Special Revenue	1,456,680.17	
214 911 Land/Wire Fees	-		-	Utilities	2,940,956.36	
216 RDA Housing Study	-		-	Internal Service	4,518,867.62	
218 Emergency Shelter Grant Fund	(7,338.72)		(7,338.72)	Capital Projects	(290,102.80)	
224 Fire Public Education	3,095.78		3,095.78	B&I	581,650.76	
225 Police Grants Fund	3,343.98		3,343.98			
227 Dare/Crime Prevention Fund	-		-			
240 Lake Kahola Fund	-		-			
251 Emporia Homeowner Repair	(21,622.66)		(21,622.66)			
252 2014 Housing Rehab	44,750.01		44,750.01			
253 SHIP 2017 Housing Grant	-		-			
254 2020 CDBG Rehab Grant	13,825.81		13,825.81			
260 Land Bank	73,640.99		73,640.99			
301 Bond and Interest Fund	3,021,163.76	2,439,513.00	581,650.76			
305 Equipment Reserve Fund	338,726.49	334,000.00	4,726.49			
401 Coronavirus Recovery Grant	2,735,472.04		2,735,472.04			
406 Internal Improvement Fund	4,358,697.19		4,358,697.19			
409 Water Treatment Plant Improvement	451,338.57		451,338.57			
413 Water Main Improvements	(540,084.81)		(540,084.81)			
415 Civic Auditorium Project Fund	167,296.92		167,296.92			
423 Airport Improvements Fund	190,857.19		190,857.19			
428 Park Improvements Fund	(2,160,161.26)		(2,160,161.26)			
441 Paving Projects Fund	(1,435,191.75)		(1,435,191.75)			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	(3,796,666.73)		(3,796,666.73)			
501 Water Utility Fund	849,115.01	(645,328.00)	213,776.24			
502 Sewer Fund	(15,620.36)	(610,034.00)	(617,233.73)			
503 Solid Waste Fund	3,534,306.29	1,761,813.84	3,344,413.85			
601 Worker's Comp Fund	2,188,259.25		2,188,259.25			
602 Health Care Fund	2,330,608.37		2,330,608.37			
708 Fire Insurance Proceeds	4,189.12		4,189.12			
	27,069,575.59					

COMMISSION MEETING

11:00 A.M.

MARCH 1, 2023

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, March 1, 2023, in the City Commission Meeting Room with Mayor Brinkman presiding and Commissioners Giefer, Harter, Sauder and Smith 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.

No comments were made at this time.

**CITY COMMISSION
City of Emporia and Lyon County)
(Memorandum of Understanding)
(Retail Fireworks Stand Permits)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City of Emporia and Lyon County have been parties to a Memorandum of Understanding regarding retail fireworks stand permits since 2016. The MOU specified that the City Clerk would issue all permits for retail fireworks stands in the City of Emporia and Lyon County, and permit fees would be utilized to fund the joint City-County fireworks display. The fireworks display has become more costly to exhibit each year and the City has requested a fee increase to help offset the increased costs. She stated this proposed MOU would increase retail fireworks stand permit fees by 30% and restructure the fee system from a three-tier system to a two-tier system. A 30% increase in fees is anticipated to provide revenue needed to fund all or a larger percentage of the costs associated with exhibiting the fireworks display. She stated the Board of Commissioners of Lyon County, Kansas approved the MOU at their February 23, 2023 meeting. She stated staff recommends approval of the Memorandum of Understanding with Lyon County Regarding Fireworks Stand Permits.

Commissioner Sauder made a motion to approve the Memorandum of

Understanding with Lyon County regarding retail fireworks stand permits. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

CITY COMMISSION
(Permitting the Sale and Consumption of Alcohol)
(Parking Lot Next to 405 Commercial Street)
(4th Avenue b/w Commercial St. & Alley West of Commercial St.)
(St. Patrick's Day Parade Event)
(Ordinance Number 23-04)

AN ORDINANCE EXEMPTING THE PARKING LOT SOUTH OF 405 COMMERCIAL STREET AND FOURTH AVENUE BETWEEN COMMERCIAL STREET AND THE ALLEY WEST OF COMMERCIAL STREET IN THE CITY OF EMPORIA, KANSAS, FROM THE PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES, to which the City Clerk assigned Ordinance Number 23-04, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Town Royal requests an extension of premise from the prohibition of the sale and consumption of alcoholic beverages for the St. Patrick's Day celebration to be held on March 18, 2023 from 10:00 a.m. to 12:00 a.m. The requested exemption is for parking lot south of Town Royal, 405 Commercial Street and 4th Avenue between Commercial Street and the alley west of Commercial Street from the prohibition on the sale and consumption of enhanced cereal malt beverages and alcoholic liquor in conjunction with the St. Patrick's Day celebration. She stated Town Royal will be required to meet city and state requirements for alcohol sales. She stated staff was recommending approval of Ordinance Number 23-04 authorizing a beer garden for Town Royal for the St. Patrick's Day celebration.

Commissioner Harter made a motion to approve Ordinance Number 23-04, an ordinance authorizing a beer garden for Town Royal St. Patrick's Day Celebration. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Mayor Brinkman stated she would be abstaining from discussion and vote regarding Ordinance 23-02 Authorizing a Beer Garden for Dynamic Discs GBO Block Party and Ordinance 23-03 Authorizing Emporia Main Street Common Consumption Area.

**CITY COMMISSION
(Permitting the Sale and Consumption of Alcohol)
(800 and 900 Blocks of Commercial Street)
(GBO Block Party)
(Ordinance Number 23-02)**

AN ORDINANCE EXEMPTING AN AREA IN THE 800 BLOCK AND 900 BLOCK OF COMMERCIAL STREET AND 9TH AVENUE BETWEEN COMMERCIAL STREET AND THE ALLEY WEST OF COMMERCIAL STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE DYNAMIC DISCS GBO BLOCK PARTY EVENT APRIL 29, 2023, to which the City Clerk assigned Ordinance Number 23-02, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Dynamic Discs and Mixers and Shakers, LLC are requesting permission to host a beer garden on April 29, 2023 from 5:00 p.m. to 10:00 pm. in the 800 and 900 blocks of Commercial Street and 9th Avenue between Commercial Street and the alley to the west. She stated this proposed ordinance will temporarily exempt city streets, alleys and sidewalks in the area from the prohibition on the sale and consumption of alcoholic beverages. Mixers and Shakers, LLC will be required to meet city and state requirements for alcohol sales. She stated staff was recommending approval of Ordinance Number 23-02 authorizing a beer garden for Dynamic Discs GBO Block Party.

Commissioner Harter made a motion to approve Ordinance Number 23-02, an ordinance authorizing a beer garden for Dynamic Discs GBO Block Party. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Vice Mayor Smith, aye. Mayor Brinkman abstained.

CITY COMMISSION
(Common Consumption Area)
(Approve Emporia Main Street as Sponsor)
(Ordinance Number 23-03)

AN ORDINANCE ESTABLISHING A COMMON CONSUMPTION AREA AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOL LIQUOR AND CEREAL MALT BEVERAGE WITHIN THE COMMON CONSUMPTION AREA BOUNDARIES, to which the City Clerk assigned Ordinance Number 23-03, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Emporia Main Street has applied to host a Common Consumption Area in downtown Emporia. Alcohol and enhanced CMB may be sold and consumed in a CCA when open for a special event. She stated this proposed ordinance authorizes a CCA for the remainder of 2023. A special event permit approved by Emporia Police Department will be required to open the CCA. When open, alcohol and enhanced CMB may be sold and consumed in the CCA between the hours of 12:00 p.m. to 12:00 a.m. The CCA permit holder will be held liable for all alcohol violations that occur within the CCA and participating licensed DE's and/or taverns will be held liable for alcohol violations that occur within their licensed premises. Licensed drinking establishments adjacent to the CCA may apply to the state to participate in the CCA. Taverns adjacent to the CCA may apply to the city to participate in a CCA.

Commissioner Harter made a motion to approve Ordinance Number 23-03, an ordinance authorizing Emporia Main Street Common Consumption Area. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Vice Mayor Smith, aye. Mayor Brinkman abstained.

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on February 15, 2023.

- b. Set Bid Time and Date for Biosolid Disposal.
- c. Set Bid Time and Date for Street Preservation.

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

CITY COMMISSION (City Manager's Report)

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

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

TENTATIVE AGENDA FOR MARCH 15, 2023 AT 11:00 A.M.

- Public Hearing for 2020 CDBG Housing Grant.
- Housing Grant from the Kansas Housing Resources Corporation.
- Award 2023 Hazardous Sidewalk Program bid.

Study Session:

Review City Commission Goals.

Vehicle and Body cameras contract for Police Department.

Golf Course Tee pads Project.

Discuss Mowing Orders and Procedure.

EXECUTIVE SESSION

Commissioner Harter made a motion to recess into Executive Session to discuss confidential matters of a third party regarding an economic development project resuming the open meeting in the City Commission Meeting Room, this same date, at 11:40 a.m, and to invite the Burns and McDonnell team. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner

Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Upon reconvening the meeting in Regular Session, at 11:40 a.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had discussed confidential matters of a third party regarding a potential economic development project and no action was taken.

Commissioner Sauder made a motion to recess the meeting until 12:00 p.m. to Conference Room 1AB. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

The following items were discussed at Study Session:

1. Water Study with Burns & McDonnell.
2. New Water Meters.
3. WAW Advisory Slot for a Commissioner.
4. Discuss the May 17, 2023 Commission Meeting.

Study Session Discussion:

WAW Advisory Slot for a Commissioner

Mayor Brinkman advised the Commissioners that she would be unable to attend the WAW Advisory Board meetings as the schedule for the meetings conflicts with another board she serves on.

Commissioner Giefer made a motion to appoint Becky Smith to the William Allen White Community Partnership. Commissioner Harter seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Discuss the May 17, 2023, Commission Meeting

City Manager Cocking stated there will be two Commissioners absent at the May 17, 2023 regular meeting. He recommended rescheduling the commission meeting to Wednesday May 24, 2023 at regular time of 11:00 a.m.

Commissioner Sauder made a motion to reschedule the May 17, 2023 regular meeting to May 24, 2023 at regular time of 11:00 a.m. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: 2023 Street Rehabilitation Set Bid Date & Time, Project No. PV2302
Proposed Agenda Date: March 15th, 2023
Presented By: Jim Ubert, City Engineer

BACKGROUND:

The 2023 Street Rehab Project will consist of milling and pavement overlay operations, replacement of failed curb and gutter sections, construction of David Traylor Zoo bus parking lot, and select sidewalk/ADA ramp improvements along the following street segments:

Base Bid Streets:

Graphic Arts Road (*Roundabout to 22nd Ave*)

18th Ave (*Roundabout to Industrial Road*)

5th Ave (*Oak Street to Rural Street & Rural Street to Neosho Street & Neosho Street to State Street*)

Potwin Ave (*East Street to Cottonwood Street*)

South Exchange (*Logan Ave to Potwin Ave & Potwin Ave to Kansas Ave*)

South Union Street (*Potwin Ave to Norton Ave*)

Wilson Street (*3rd Ave to 6th Ave*)

Add Alternate Streets:

Lincoln Street (*4th Ave to 5th Ave & 5th Ave to 6th Ave*)

Oakes Drive (*Graphic Arts Road to 302' West*)

Chestnut Street (*Dead End to 5th Ave*)

David Traylor Zoo Bus Parking Lot

79 Soden's Road

DISCUSSION:

Set Tuesday, April 11th, 2023 at 2:00 pm as the time and date to receive bids for the 2023 Street Rehabilitation Paving Project.

FINANCIAL CONSIDERATIONS:

The 2023 Street Rehabilitation paving Project shall be funded by a county sales tax/multi-year fund.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Set bid date and time.

ATTACHMENTS:

Invitation to Bid.

INVITATION TO BID

Sealed bids for the **2023 Street Rehabilitation (Various Streets) Project No. PV2302** will be received at the office of the City Clerk, City of Emporia, Kansas located upstairs at 104 E. 5th Avenue, up to **2:00 p.m. on Tuesday, April 11th, 2023**, and then publicly opened in the Engineering Department's Conference Room located at **522 Mechanic Street**. A pre-bid conference will be held at **2:00 p.m. on Tuesday, April 4th, 2023**, at the same location.

The work for the 2023 Street Rehabilitation (Various Streets) Project will consist of the approximate quantities:

Base Bid:

Mobilization	1	LS
Asphalt Milling (2" Avg. Depth)	35,253	SY
HMA (Commercial Grade) (Class A) (2" Avg. Depth)	4,256	Ton
Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	1,940	LF
Concrete Pavement (8" Reinf.) (AE) (Remove & Replace)	112	SY
Concrete Pavement (6" Reinf.) (AE) (Remove & Replace)	33	SY
Concrete Pavement (6" Plain) (AE) (Remove & Replace)	497	SY
Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	236	SY
ADA Sidewalk Ramp	124	SY
Utility Adjustment (Valve Box Riser) (Valve Box) (Water)	1	EA
Utility Adjustment (Concrete) (Valve Box) (Water)	3	EA
Utility Adjustment (Manhole Riser) (Manhole) (Sewer)	9	EA
Pavement Marking (Thermoplastic) (4" Yellow)	2,997	LF
Pavement Marking (Thermoplastic) (4" Yellow) (Double)	1,244	LF
Pavement Marking (Thermoplastic) (12" Yellow)	229	LF
Pavement Marking (Thermoplastic) (6" White)	168	LF
Pavement Marking (Intersection Grade) (24" STOP Bar)	31	LF
Pavement Marking (Intersection Grade) (Type II Crosswalk)	176	LF
Pavement Marking (Intersection Grade) (Left Arrow)	12	LF
Pavement Marking (Intersection Grade) (Right Arrow)	2	LF
Pavement Marking (Intersection Grade) (Straight/Left arrow)	2	LF
Pavement Marking (Intersection Grade) (ONLY Symbol)	1	LF
Temporary Seeding and Mulch	1	LS
Permanent Seeding, Fertilizer and Mulch	1	LS
Traffic Control	1	LS
Flagger (Set Price)	1	HR

Add Alternate Bid:

Mobilization	1	LS
Asphalt Milling (2" Avg. Depth)	2,870	SY
HMA (Leveling Course) (BM-1) (1" Avg. Depth)	73	Ton
HMA (Commercial Grade) (Class A) (2" Avg. Depth)	479	Ton
Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	158	LF
Concrete Pavement (6" Reinf.) (AE) (Remove & Replace)	10	SY
Concrete Pavement (6" Plain) (AE) (Remove & Replace)	33	SY
Concrete Pavement (4" Plain) (AE) (Remove & Replace)	17	SY
Crack Filling (>1/2" to <2")	120	LF
Stress Relief Interlay Fabric (24" Wide)	120	LF
Utility Adjustment (Valve Box Riser) (Valve Box) (Water)	1	EA
Surface Grading (AB-3) (2" Avg. Depth)	58	SY
Ditch Grading	488	LF
Temporary Seeding, Fertilizer and Mulch	1	LS
Permanent Seeding, Fertilizer and Mulch	1	LS
Traffic Control	1	LS
Flagger (Set Price)	1	HR

Zoo Bus Parking Lot Bid:

Mobilization	1	LS
Contractor Construction Staking	1	LS
Common Excavation	290	CY
Compaction of Earthwork (Type B) (MR-90)	146	CY
Combined Material (AB-3) (5" Compacted)	1,056	SY
HMA (Commercial Grade) (Class A) (5" Depth)	290	Ton
Earthwork (Grading)	165	SY
Traffic Control	1	LS

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for plans and bid documents is forty dollars (\$50), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS, there is an additional required fee of ten dollars (\$10). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2018 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the 2014 Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

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

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

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of sixty (60) days after the time set for opening of bids.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact the City of Emporia, City Manager's Office at least 48 hours before the event at 620-343-4250 or e-mail emporiainfo@emporiaks.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk



Commission Action Report

Title: Informational Items

Proposed Agenda Date: March 15, 2023

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 April 5, 2023.

Commission Meeting :

- Proclamation Naming April as National Child Abuse and Neglect Prevention Month.
- Proclamation Naming April 9-15 as National Public Safety Telecommunicator Week.
- Proclamation Recognizing April as National Fair Housing Month.
- Award Street Preservation.
- Army Reserve Lease Agreement.
- Revised Development Agreement with Emporia Land Development, LLC.
- Set Bid Date and Time for 24 in. Water Line.
- Set Bid Date and Time for Peyton Street Watermain Improvements.

Study Session :

- Compensation Study Review.
- Review City Commission Goals.
- Discuss Commission Liaisons to Boards & Commissioners Being More Active w/Boards.



Commission Action Report

Title: Executive Session

Proposed Agenda Date: March 1, 2023

BACKGROUND:

AN EXECUTIVE SESSION FOR DISCUSSIONS REGARDING DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS FOR 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 confidential matters of a third party regarding economic development projects for 30 minutes and to invite Jim Witt, Special Projects Coordinator, and stating at which time the open meeting will resume.

ATTACHMENTS:

N/A



Commission Action Report

Title: Ordinance No. 23-05 for Water Rates Increase

Proposed Agenda Date: March 15, 2023

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

Burns and McDonnell have conducted an extensive study of the water fund analyzing capital projects, current revenue streams, O&M costs, and debt service. During the March 1, 2023 presentation, three options were presented. Based upon commission comments Option 2 was preferred. Option 2 increased the larger meters and higher usage customers to a larger percentage than the smaller meters and consumption customers.

DISCUSSION:

The proposed rates presented today have changed slightly from the information provided on March 1. The new rate has taken into consideration the lower interest rate on the State loans, estimated at 3% actual 2.2% and the higher cost for the proposed meter replacement program, \$1,000,000 increased to \$2,500,000. The first payment for this loan has been moved from 2023 to 2025, therefore the proposed rate change decrease slightly for 2023 and 2024. The proposed ordinance reflects the new rates.

FINANCIAL CONSIDERATIONS:

The monthly water bill for a residential customer using 5,000 gallons will increase approximately \$2.24 per month in 2023 and \$1.91 in 2024. For a commercial business customer using 70,000 gallons will increase by approximately \$31.13 in 2023 and \$19.62 in 2024.

OTHER CONSIDERATIONS:

Without the rate increase the water main replacement plan and water meter replacement program will not be feasible.

RECOMMENDED ACTION:

Approve water rate Ordinance No. 23-05 with an effective date of April 1, 2023 increase and a January 1, 2024 increase.

ATTACHMENTS:

Ordinance No. 23-05
Burns & McDonnell Rate schedules

ORDINANCE NO. 23-05

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO WATER RATES; AMENDING SECTION 28-41, 28-42, and 28-43 OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

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

Section 1. That Section 28-41 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-41 Schedule of Charges Inside City Limits:

(a) Consumers inside city limits shall pay the following water rates for water furnished by the city:

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective April 1, 2023 Inside City	Effective January 1, 2024 Inside City
5/8	10.16	10.52
3/4	11.32	11.72
1	12.67	13.11
1 1/2	20.94	21.67
2	26.24	27.16
3	44.56	46.12
4	77.27	79.97
6	141.46	146.41
8	247.81	256.48
10	349.07	361.29
12	435.09	450.32

Such monthly service charge shall be in addition to the charge made for water usage as described in subsection (a) (2) of this section:

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Inside City Effective April 1, 2023	Charge Per 1,000 Gallons Inside City Effective January 1, 2024
First 10,000	4.14	4.45
Next 190,000	3.48	3.74
Next 6,800,000	2.34	2.56
Over 7,000,000	2.18	2.38

Section 2. That Section 28-42 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-42 Schedule of Charges Outside City Limits:

(a) Consumers outside city limits shall pay the following water rates for water furnished by the city:

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective April 1, 2023 Outside City	Effective January 1, 2024 Outside City
5/8	20.32	21.04
¾	22.64	23.44
1	25.34	26.22
1 ½	41.88	43.34
2	52.48	54.32
3	89.12	92.24
4	154.54	159.94
6	282.92	292.82
8	495.62	512.96

Such monthly service charge shall be in addition to the charge made for water usage as described in subsection (a) (2) of this section:

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Outside City Effective April 1, 2023	Charge Per 1,000 Gallons Outside City Effective January 1, 2024
First 10,000	8.28	8.90
Next 190,000	6.96	7.48
Next 6,800,000	4.68	5.12
Over 7,000,000	4.36	4.76

Section 3. That Section 28-43 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-43. Rural Water District Rates:

Effective April 1, 2023, rural water district consumers shall pay four dollars fourteen cents (\$4.14) per one thousand (1,000) gallons.

Effective January 1, 2024, rural water district consumers shall pay four dollars forty-five cents (\$4.45) per one thousand (1,000) gallons.

Section 4. The provisions of this ordinance shall take effect on April 1, 2023 after publication in the official City newspaper.

Section 5. Section 28-41, as amended; Section 28-42, as amended; and Section 28-43, as amended, shall be incorporated into the Code of Ordinances of the City of Emporia.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 15th day of March, 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk

Table 14
City of Emporia - Water Utility

Existing & Proposed Rates

Line No.		Existing	Proposed				
		2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)
	<u>Inside City</u>						
	Service Charge by Meter size						
1	5/8"	9.82	10.16	10.52	10.97	11.44	11.93
2	3/4"	10.94	11.32	11.72	12.22	12.74	13.28
3	1"	12.24	12.67	13.11	13.67	14.25	14.86
4	1.25"	13.22	16.52	17.10	17.83	18.59	19.38
5	1.5"	15.86	20.94	21.67	22.59	23.55	24.55
6	2"	18.11	26.24	27.16	28.31	29.51	30.76
7	3"	26.78	44.56	46.12	48.08	50.12	52.25
8	4"	45.26	77.27	79.97	83.37	86.91	90.60
9	6"	75.41	141.46	146.41	152.63	159.12	165.88
10	8"	105.56	247.81	256.48	267.38	278.74	290.59
11	10"	135.69	349.07	361.29	376.64	392.65	409.34
12	12"	165.83	435.09	450.32	469.46	489.41	510.21
	Volume Charge						
13	First 10 Kgal	3.76	4.14	4.45	4.83	5.24	5.69
14	Next 190 Kgal	3.16	3.48	3.74	4.06	4.41	4.78
15	Next 6,800 Kgal	2.11	2.34	2.56	2.83	3.13	3.46
16	Over 7,000 Kgal	1.96	2.18	2.38	2.63	2.91	3.22
	<u>Outside City & Rural Water Customers [1]</u>						
	Service Charge by Meter size						
17	5/8"	19.64	20.32	21.04	21.94	22.88	23.86
18	3/4"	21.88	22.64	23.44	24.44	25.48	26.56
19	1"	24.48	25.34	26.22	27.34	28.50	29.72
20	1.25"	26.44	33.04	34.20	35.66	37.18	38.76
21	1.5"	31.72	41.88	43.34	45.18	47.10	49.10
22	2"	36.22	52.48	54.32	56.62	59.02	61.52
23	3"	53.56	89.12	92.24	96.16	100.24	104.50
24	4"	90.52	154.54	159.94	166.74	173.82	181.20
25	6"	150.82	282.92	292.82	305.26	318.24	331.76
26	8"	211.12	495.62	512.96	534.76	557.48	581.18
27	10"	-	-	-	-	-	-
28	12"	-	-	-	-	-	-
	Volume Charge (Outside City)						
29	First 10 Kgal	7.52	8.28	8.90	9.66	10.48	11.38
30	Next 190 Kgal	6.32	6.96	7.48	8.12	8.82	9.56
31	Next 6,800 Kgal	4.22	4.68	5.12	5.66	6.26	6.92
32	Over 7,000 Kgal	3.92	4.36	4.76	5.26	5.82	6.44
	Volume Charge (Rural Customers) [2]						
33	First 10 Kgal	3.76	4.14	4.45	4.83	5.24	5.69
34	Next 190 Kgal	3.76	4.14	4.45	4.83	5.24	5.69
35	Next 6,800 Kgal	3.76	4.14	4.45	4.83	5.24	5.69
36	Over 7,000 Kgal	3.76	4.14	4.45	4.83	5.24	5.69

[1] Outside city rates are set at 2 times inside city rates

[2] Wholesale customer volume rates are the same as inside city first block rate

Table 15
City of Emporia - Water Utility

Inside City Typical Bill Comparison

				Monthly Bill Under							
Line No.	Customer Class	Billable Flow Kgal	Meter Size Inches	Existing	Proposed						
				2022	2023	2024	2025	2026	2027		
				Rates	Rates	Rates	Rates	Rates	Rates		
				\$	\$	\$	\$	\$	\$	\$	
Residential											
1	Small	2.0	5/8"	\$ 17.34	\$ 18.44	\$ 19.42	\$ 20.63	\$ 21.92	\$ 23.31		
2	Medium	5.0	5/8"	\$ 28.62	\$ 30.86	\$ 32.77	\$ 35.12	\$ 37.64	\$ 40.38		
3	Large	10.0	5/8"	\$ 47.42	\$ 51.56	\$ 55.02	\$ 59.27	\$ 63.84	\$ 68.83		
Commercial & Small Industrial											
4	Small	30.0	1"	\$ 113.04	\$ 123.67	\$ 132.41	\$ 143.17	\$ 154.85	\$ 167.36		
5	Medium	70.0	2"	\$ 245.31	\$ 276.44	\$ 296.06	\$ 320.21	\$ 346.51	\$ 374.46		
6	Large	150.0	2"	\$ 498.11	\$ 554.84	\$ 595.26	\$ 645.01	\$ 699.31	\$ 756.86		
7	Average Industrial	600.0	4"	\$ 1,527.26	\$ 1,715.87	\$ 1,859.07	\$ 2,035.07	\$ 2,229.21	\$ 2,439.70		
<u>Change in % over prior year</u>											
Residential											
8	Small				6.3%	5.3%	6.2%	6.3%	6.3%		
9	Medium				7.8%	6.2%	7.2%	7.2%	7.3%		
10	Large				8.7%	6.7%	7.7%	7.7%	7.8%		
Commercial & Small Industrial											
11	Small				9.4%	7.1%	8.1%	8.2%	8.1%		
12	Medium				12.7%	7.1%	8.2%	8.2%	8.1%		
13	Large				11.4%	7.3%	8.4%	8.4%	8.2%		
14	Average Industrial				12.3%	8.3%	9.5%	9.5%	9.4%		



Commission Action Report

Title: State Water Loan #1

Proposed Agenda Date: March 15, 2023

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

The City of Emporia entered into an agreement with KDHE for a \$9,969,863 water improvement loan on September 3, 2019. The original project list has changed due to other projects being identified. Therefore, the loan amount will be reduced to \$4,000,000.00. The projects that this loan is funding are; Peyton street under Railroad, 9th Ave from Elm to Lawrence, 12th Ave Grand to Chestnut, 6th Ave Funston to Lincoln, Lincoln Street under I35 connection. All projects are complete except for Lincoln Street under I35 connection.

DISCUSSION:

The loan has been amended twice to adjust the payment dates due to the projects not being completed.

FINANCIAL CONSIDERATIONS:

Loan payments of \$121,938.08 will begin August 2026 and will be paid in February and August of each year until 2046. Interest rate is 2.01%

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve third loan amendment.

ATTACHMENTS:

Amortization Schedule Loan
Agreement

THIRD AMENDMENT TO THE
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

EMPORIA, KANSAS
KPWSLF PROJECT NO. 2968

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 3, 2019

AMENDMENT NO. 3
EFFECTIVE AS OF DECEMBER 30, 2022

Third Amendment to
the Loan Agreement between the
Kansas Department of Health and Environment
Acting on behalf of the State of Kansas
and Emporia, Kansas
Effective as of December 30, 2022

WHEREAS, the City of Emporia, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of September 3, 2019, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of Emporia, Kansas, KPWSLF Project No. 2968; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of December 30, 2022;

SECTION 1. Section 2.01 and Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND EMPORIA, KANSAS are hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Emporia have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of December 30, 2022.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health & Environment

Date: 2-16-2023

By: _____

Printed Name
Mayor
Emporia, Kansas

(Seal)

ATTEST:

By: _____

Title: _____

Date: _____

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~\$9,969,863~~ \$4,000,000 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Actual Interest Rate
Amortization of Loan Costs as of 12/30/2022

Project Principal: 3,994,031.32
Interest During Const.: 1,039.32
Service Fee During Const.: 4,929.36
Gross Loan Costs: 4,000,000.00

Prepared for:
City of Emporia, Project No. 2968

Gross Interest Rate Allocation	thru 2/1/2030	after 2/1/2030
Service Fee Rate:	1.66%	0.35%
Net Loan Interest Rate:	0.35%	1.66%

Gross Interest Rate: 2.01%
First Payment Date: 8/1/2026
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2026	4,000,000.00	7,000.00	81,738.08	33,200.00	121,938.08	3,918,261.92
2	2/1/2027	3,918,261.92	6,856.96	82,559.55	32,521.57	121,938.08	3,835,702.37
3	8/1/2027	3,835,702.37	6,712.48	83,389.27	31,836.33	121,938.08	3,752,313.10
4	2/1/2028	3,752,313.10	6,566.55	84,227.33	31,144.20	121,938.08	3,668,085.77
5	8/1/2028	3,668,085.77	6,419.15	85,073.82	30,445.11	121,938.08	3,583,011.95
6	2/1/2029	3,583,011.95	6,270.27	85,928.81	29,739.00	121,938.08	3,497,083.14
7	8/1/2029	3,497,083.14	6,119.90	86,792.39	29,025.79	121,938.08	3,410,290.75
8	2/1/2030	3,410,290.75	5,968.01	87,664.66	28,305.41	121,938.08	3,322,626.09
9	8/1/2030	3,322,626.09	27,577.80	88,545.68	5,814.60	121,938.08	3,234,080.41
10	2/1/2031	3,234,080.41	26,842.87	89,435.57	5,659.64	121,938.08	3,144,644.84
11	8/1/2031	3,144,644.84	26,100.55	90,334.40	5,503.13	121,938.08	3,054,310.44
12	2/1/2032	3,054,310.44	25,350.78	91,242.26	5,345.04	121,938.08	2,963,068.18
13	8/1/2032	2,963,068.18	24,593.47	92,159.24	5,185.37	121,938.08	2,870,908.94
14	2/1/2033	2,870,908.94	23,828.54	93,085.45	5,024.09	121,938.08	2,777,823.49
15	8/1/2033	2,777,823.49	23,055.93	94,020.96	4,861.19	121,938.08	2,683,802.53
16	2/1/2034	2,683,802.53	22,275.56	94,965.87	4,696.65	121,938.08	2,588,836.66
17	8/1/2034	2,588,836.66	21,487.34	95,920.28	4,530.46	121,938.08	2,492,916.38
18	2/1/2035	2,492,916.38	20,691.21	96,884.27	4,362.60	121,938.08	2,396,032.11
19	8/1/2035	2,396,032.11	19,887.07	97,857.95	4,193.06	121,938.08	2,298,174.16
20	2/1/2036	2,298,174.16	19,074.85	98,841.43	4,021.80	121,938.08	2,199,332.73
21	8/1/2036	2,199,332.73	18,254.46	99,834.79	3,848.83	121,938.08	2,099,497.94
22	2/1/2037	2,099,497.94	17,425.83	100,838.13	3,674.12	121,938.08	1,998,659.81
23	8/1/2037	1,998,659.81	16,588.88	101,851.55	3,497.65	121,938.08	1,896,808.26
24	2/1/2038	1,896,808.26	15,743.51	102,875.16	3,319.41	121,938.08	1,793,933.10
25	8/1/2038	1,793,933.10	14,889.64	103,909.06	3,139.38	121,938.08	1,690,024.04
26	2/1/2039	1,690,024.04	14,027.20	104,953.34	2,957.54	121,938.08	1,585,070.70
27	8/1/2039	1,585,070.70	13,156.09	106,008.12	2,773.87	121,938.08	1,479,062.58
28	2/1/2040	1,479,062.58	12,276.22	107,073.50	2,588.36	121,938.08	1,371,989.08
29	8/1/2040	1,371,989.08	11,387.51	108,149.59	2,400.98	121,938.08	1,263,839.49
30	2/1/2041	1,263,839.49	10,489.87	109,236.49	2,211.72	121,938.08	1,154,603.00
31	8/1/2041	1,154,603.00	9,583.20	110,334.32	2,020.56	121,938.08	1,044,268.68
32	2/1/2042	1,044,268.68	8,667.43	111,443.18	1,827.47	121,938.08	932,825.50
33	8/1/2042	932,825.50	7,742.45	112,563.19	1,632.44	121,938.08	820,262.31
34	2/1/2043	820,262.31	6,808.18	113,694.44	1,435.46	121,938.08	706,567.87
35	8/1/2043	706,567.87	5,864.51	114,837.08	1,236.49	121,938.08	591,730.79
36	2/1/2044	591,730.79	4,911.37	115,991.18	1,035.53	121,938.08	475,739.61
37	8/1/2044	475,739.61	3,948.64	117,156.90	832.54	121,938.08	358,582.71
38	2/1/2045	358,582.71	2,976.24	118,334.32	627.52	121,938.08	240,248.39
39	8/1/2045	240,248.39	1,994.06	119,523.59	420.43	121,938.08	120,724.80
40	2/1/2046	120,724.80	1,002.02	120,724.80	211.26	121,938.08	0.00
Totals			530,416.60	4,000,000.00	347,106.60	4,877,523.20	

B2

Third Amendment
Effective as of December 30, 2022

Water System Evaluation

for the

City of Emporia, KS



September, 2021

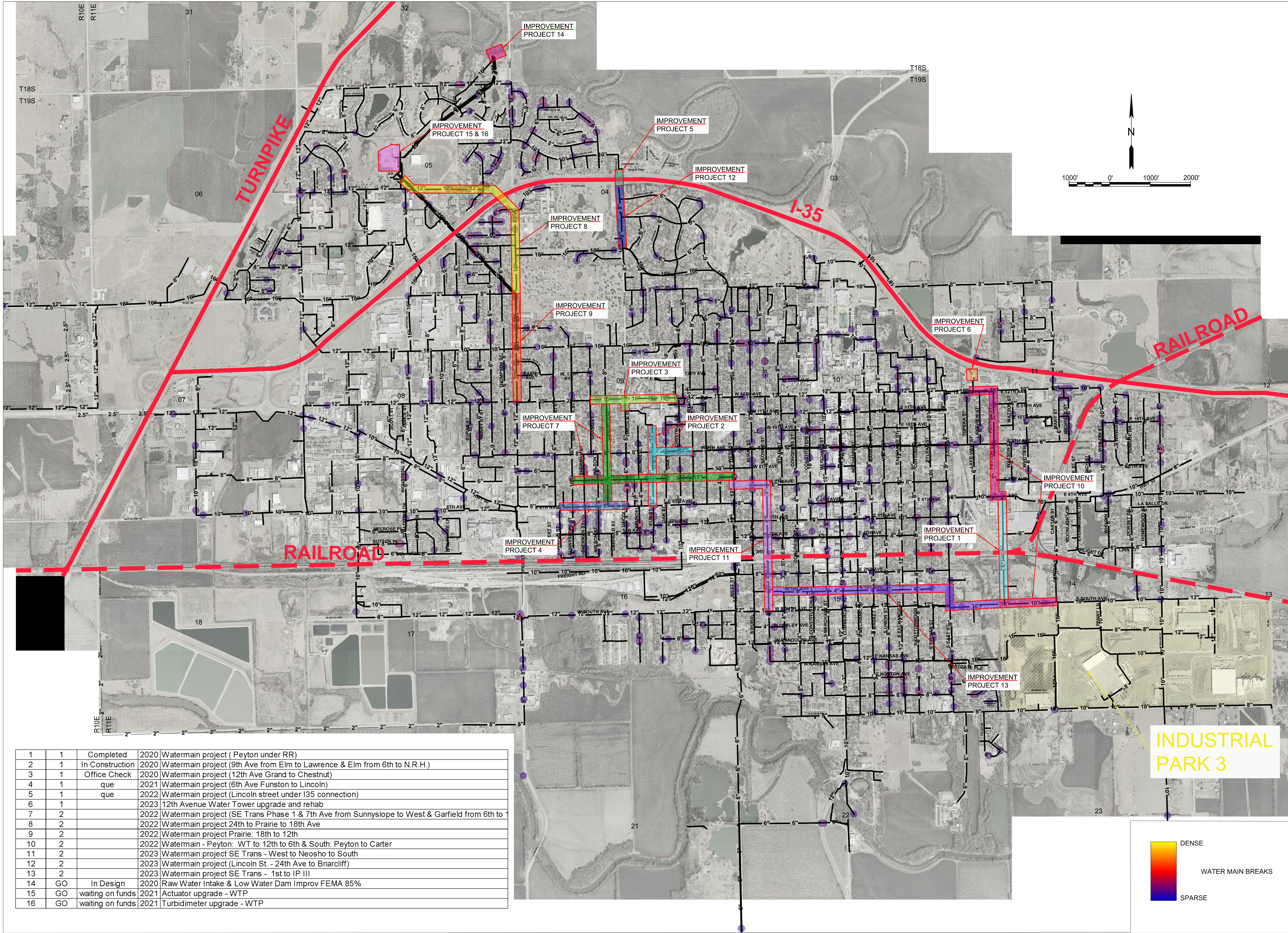
BG Project No. 20-1106E

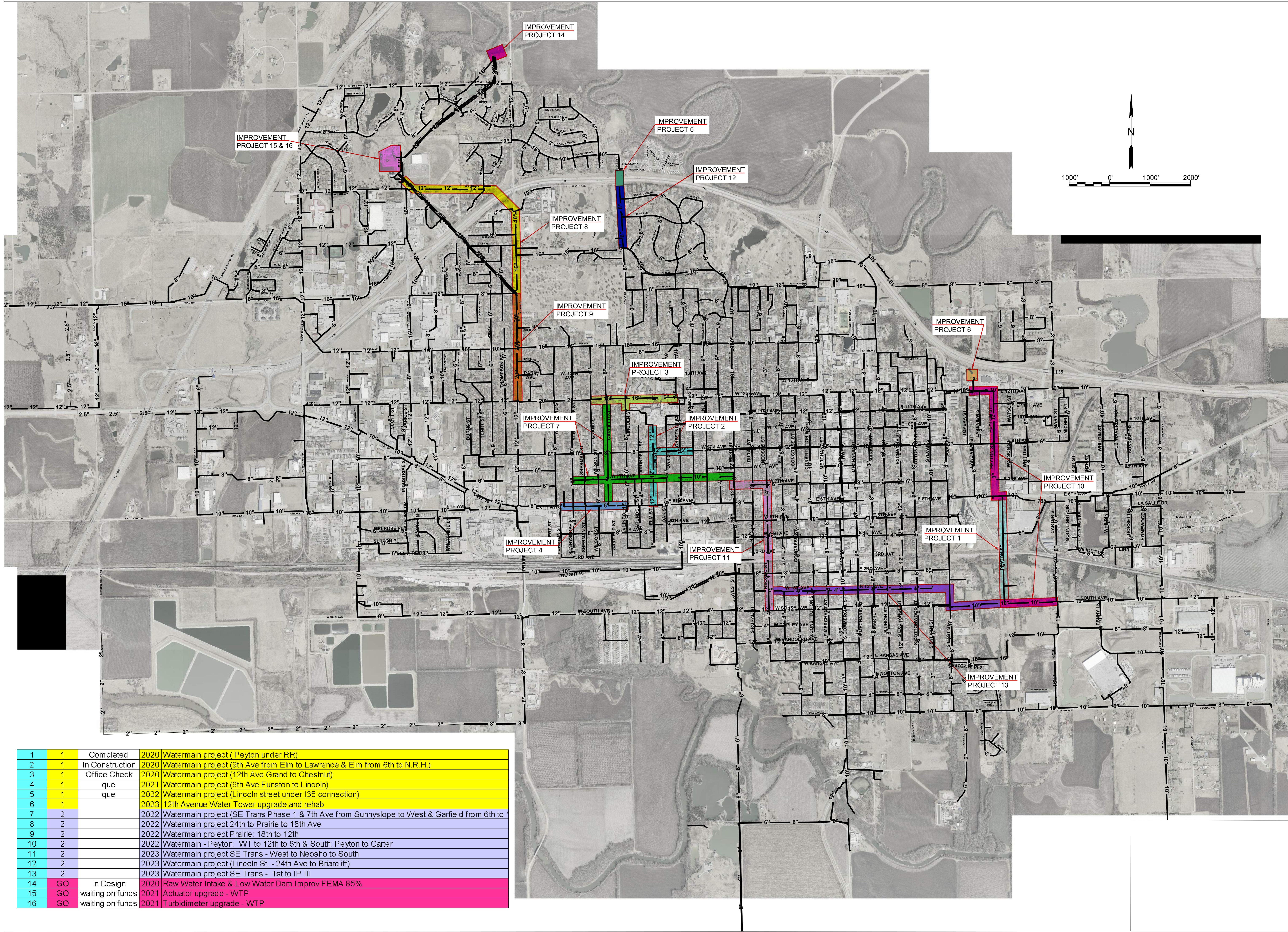


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KDHE PROJECT #2968 (SRF WATER LOAN #1)								
					12/1/2020	8/10/2021	12/29/2021	8/24/2022
	Item	Phases	Status	Project Description	EOPC	EOPC Updated	Updated	Updated
Water	1	1	Completed	Watermain project (Peyton under RR)	\$400,000	\$400,000	\$ 400,000	\$ 400,000
Water	2	1	Completed	Watermain project (9th Ave from Elm to Lawrence & Elm	\$695,000	\$925,000	\$ 925,000	\$ 925,000
Water	3	1	Completed	Watermain project (12th Ave Grand to Chestnut)	\$915,000	\$1,285,000	\$ 1,285,000	\$ 1,286,000
Water	4	1	Completed	Watermain project (6th Ave Funston to Lincoln)	\$585,000	\$880,000	\$ 900,000	\$ 994,000
Water	5	1	Under Design	Watermain project (Lincoln street under I35 connection)	\$314,820	\$315,000	\$ 315,000	\$ 315,000
Water	6	1	To be Paid from Other Funds	12th Avenue Water Tower upgrade and rehab	\$1,000,000	\$1,000,000	\$ 1,200,000	\$ -
Phase 1 Total =					\$3,909,820	\$4,805,000	\$ 5,025,000	\$ 3,920,000

KDHE PROJECT #3070 (SRF WATER LOAN #2) (\$15M LOAN)								
					12/1/2020	8/10/2021	12/29/2021	8/24/2022
	Item	Phases	Status	Project Description	EOPC	EOPC Updated	Updated	Updated
Water	7	2		Watermain project (SE Trans Phase 1 & 7th Ave from	\$2,690,555	\$ 2,690,555	\$ 2,980,000	\$ 2,980,000
Water	8	2	Under Design	Watermain project 24th to Prairie to 18th Ave	\$2,541,850	\$ 2,541,850	\$ 3,000,000	\$ 3,000,000
Water	9	2	Under Design	Watermain project Prairie: 18th to 12th	\$1,278,100	\$ 1,278,100	\$ 1,455,000	\$ 1,455,000
Water	10	2	Design, Review@ KDHE	Watermain - Peyton: WT to 12th to 6th & South: Peyton to	\$1,744,075	\$ 1,744,075	\$ 1,750,000	\$ 1,750,000
Water	11	2		Watermain project SE Trans - West to Neosho to South	\$1,939,345	\$ 1,939,345	\$ 2,100,000	\$ 2,100,000
Water	12	2	Under Design	Watermain project (Lincoln St. - 24th Ave to Briarcliff)	\$573,495	\$ 573,495	\$ 575,000	\$ 575,000
Water	13	2		Watermain project SE Trans - 1st to IP III	\$2,702,230	\$ 2,702,230	\$ 3,065,000	\$ 3,065,000
Phase 2 Total =					\$13,469,650	\$ 13,469,650	\$ 14,925,000	\$ 14,925,000
						\$ 18,274,650		\$ 18,845,000



Commission Action Report

Title: State Water Loan #2 (Ordinance No. 23-06)

Proposed Agenda Date: March 15, 2023

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

The City of Emporia has been working with KDHE to obtain a second water loan. The requested amount is \$15,000,000.00. The projects that will be funded are:

- SE Transmission Phase 1 from & 7th Avenue from
- 24th Avenue to 18th Avenue
- Peyton Street- Water Tower to 12th Avenue to 6th Avenue & South Avenue
- Peyton Street to Southeast Transmission-West Street to Neosho Street to South Avenue(Lincoln Street-24th Avenue to Briarcliff Lane)
- SE Transmission Phase 2-1st Avenue to Industrial III

DISCUSSION:

City Staff have worked with BG and the water modeling to determine the projects. Water rates will need to be increased in order to fund these improvements.

FINANCIAL CONSIDERATIONS:

The debt payment will be paid over 20 years at an interest rate of 2.20%. Payments will be made in February and August in the amount of \$434,519.48.

OTHER CONSIDERATIONS:

RECOMMENDED ACTION:

Approve loan amendment.

ATTACHMENTS:

Loan Agreement and Amortization Schedule & Ordinance No.23-06

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

THE CITY OF EMPORIA, KANSAS

KPWSLF PROJECT NO. 3070

EFFECTIVE AS OF FEBRUARY 17, 2023

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.

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KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of February 17, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and EMPORIA, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

W I T N E S S E T H:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Additional Payments" means the payments described in *Section 2.06* hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto

"FIAC" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in *Article II* hereof.

"Municipal Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Municipality" means the City of Emporia, Kansas, its successors and assigns.

"Master Indenture" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"Project" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$15,000,000 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be 2.20% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Financial Integrity Assurance Conditions. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(3) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(6)

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

Event Notices. For purposes of this section, “material event” shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority’s pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

Section 5.02. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment
1000 SW Jackson - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

with a copy to its General Counsel

- (2) to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 2-22-2023

THE CITY OF EMPORIA, KANSAS

(Seal)

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

(Printed Name)
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Waterline Improvements to Replace Aging, Failing and Undersized Water Distribution System.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule.

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

Principal Forgiveness

This loan will be awarded principal forgiveness because the municipality is designated as a Disadvantaged Community by KDHE. The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. The municipality will be responsible for paying interest and service fee costs semiannually for any accrual that is calculated before the principal forgiveness is awarded.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 2/17/2023

Prepared for:
City of Emporia, Project No. 3070

Project Principal: 15,000,000.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 15,000,000.00
Principal Forgiveness: 1,000,000.00
Net Loan Costs: 14,000,000.00

Gross Interest Rate Allocation thru 8/1/2029 after 8/1/2029
Service Fee Rate: 1.85% 0.35%
Net Loan Interest Rate: 0.35% 1.85%

Gross Interest Rate: 2.20%
First Payment Date: 2/1/2026
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2026	14,000,000.00	24,500.00	280,519.48	129,500.00	434,519.48	13,719,480.52
2	8/1/2026	13,719,480.52	24,009.09	283,605.20	126,905.19	434,519.48	13,435,875.32
3	2/1/2027	13,435,875.32	23,512.78	286,724.85	124,281.85	434,519.48	13,149,150.47
4	8/1/2027	13,149,150.47	23,011.01	289,878.83	121,629.64	434,519.48	12,859,271.64
5	2/1/2028	12,859,271.64	22,503.73	293,067.49	118,948.26	434,519.48	12,566,204.15
6	8/1/2028	12,566,204.15	21,990.86	296,291.23	116,237.39	434,519.48	12,269,912.92
7	2/1/2029	12,269,912.92	21,472.35	299,550.44	113,496.69	434,519.48	11,970,362.48
8	8/1/2029	11,970,362.48	20,948.13	302,845.50	110,725.85	434,519.48	11,667,516.98
9	2/1/2030	11,667,516.98	107,924.53	306,176.80	20,418.15	434,519.48	11,361,340.18
10	8/1/2030	11,361,340.18	105,092.40	309,544.73	19,882.35	434,519.48	11,051,795.45
11	2/1/2031	11,051,795.45	102,229.11	312,949.73	19,340.64	434,519.48	10,738,845.72
12	8/1/2031	10,738,845.72	99,334.32	316,392.18	18,792.98	434,519.48	10,422,453.54
13	2/1/2032	10,422,453.54	96,407.70	319,872.49	18,239.29	434,519.48	10,102,581.05
14	8/1/2032	10,102,581.05	93,448.87	323,391.09	17,679.52	434,519.48	9,779,189.96
15	2/1/2033	9,779,189.96	90,457.51	326,948.39	17,113.58	434,519.48	9,452,241.57
16	8/1/2033	9,452,241.57	87,433.23	330,544.83	16,541.42	434,519.48	9,121,696.74
17	2/1/2034	9,121,696.74	84,375.69	334,180.82	15,962.97	434,519.48	8,787,515.92
18	8/1/2034	8,787,515.92	81,284.52	337,856.81	15,378.15	434,519.48	8,449,659.11
19	2/1/2035	8,449,659.11	78,159.35	341,573.23	14,786.90	434,519.48	8,108,085.88
20	8/1/2035	8,108,085.88	74,999.79	345,330.54	14,189.15	434,519.48	7,762,755.34
21	2/1/2036	7,762,755.34	71,805.49	349,129.17	13,584.82	434,519.48	7,413,626.17
22	8/1/2036	7,413,626.17	68,576.04	352,969.59	12,973.85	434,519.48	7,060,656.58
23	2/1/2037	7,060,656.58	65,311.07	356,852.26	12,356.15	434,519.48	6,703,804.32
24	8/1/2037	6,703,804.32	62,010.19	360,777.63	11,731.66	434,519.48	6,343,026.69
25	2/1/2038	6,343,026.69	58,673.00	364,746.18	11,100.30	434,519.48	5,978,280.51
26	8/1/2038	5,978,280.51	55,299.09	368,758.40	10,461.99	434,519.48	5,609,522.11
27	2/1/2039	5,609,522.11	51,888.08	372,814.74	9,816.66	434,519.48	5,236,707.37
28	8/1/2039	5,236,707.37	48,439.54	376,915.70	9,164.24	434,519.48	4,859,791.67
29	2/1/2040	4,859,791.67	44,953.07	381,061.77	8,504.64	434,519.48	4,478,729.90
30	8/1/2040	4,478,729.90	41,428.25	385,253.45	7,837.78	434,519.48	4,093,476.45
31	2/1/2041	4,093,476.45	37,864.66	389,491.24	7,163.58	434,519.48	3,703,985.21
32	8/1/2041	3,703,985.21	34,261.86	393,775.65	6,481.97	434,519.48	3,310,209.56
33	2/1/2042	3,310,209.56	30,619.44	398,107.17	5,792.87	434,519.48	2,912,102.39
34	8/1/2042	2,912,102.39	26,936.95	402,486.35	5,096.18	434,519.48	2,509,616.04
35	2/1/2043	2,509,616.04	23,213.95	406,913.70	4,391.83	434,519.48	2,102,702.34
36	8/1/2043	2,102,702.34	19,450.00	411,389.75	3,679.73	434,519.48	1,691,312.59
37	2/1/2044	1,691,312.59	15,644.64	415,915.04	2,959.80	434,519.48	1,275,397.55
38	8/1/2044	1,275,397.55	11,797.43	420,490.10	2,231.95	434,519.48	854,907.45
39	2/1/2045	854,907.45	7,907.89	425,115.50	1,496.09	434,519.48	429,791.95
40	8/1/2045	429,791.95	3,975.58	429,791.95	751.95	434,519.48	0.00
Totals			2,063,151.19	14,000,000.00	1,317,628.01	17,380,779.20	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a) Advertisement for bids will not be initiated without written authorization by KDHE.
 - b) Advertising for bids within 30 days of authorization to advertise.
 - c) Bid opening at least 30 days from advertisement for bids.
 - d) Notice of Award will not be issued without written authorization by KDHE.
 - e) Contract award within 60 days of bid opening.
 - f) Issuance of notice to proceed within 30 days of contract award.
 - g) Initiation of operation within 1,825 days of first construction contract notice to proceed or no later than December 31, 2028.
 - h) Finalization of construction within 1,855 days of notice to proceed.
 - i) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.
- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During

this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:

- a) The Municipality agrees the performance standards applicable to the Project are:
 - i) all construction deficiencies have been resolved.
 - ii) all testing requirements of the specifications have been performed and met.
 - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
 - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) In accordance with 2 CFR 200, which implements the single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx> . KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID is 97793001.
 - 9) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C (1)*, regardless of whether KDHE funding is available for the remaining System improvements.
 - 10) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
 - 11) The Municipality shall follow applicable state procurement laws and regulations.
 - 12) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
 - a) proper grading, drainage and slope protection to eliminate erosion;

- b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
 - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
- 13) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 12 above and the Loan Agreement conditions.
- 14) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 15) The Municipality agrees 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.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 16) In order to comply with KPWSLF wage rate requirements the Municipality shall,
- a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b) while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

- e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
- k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.

17) The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the

Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
- 20) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
 - a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
 - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
 - c) Comply with the administrative provisions found in 40 CFR Section 33.302
 - d) If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 21) The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.
- 22) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
- 23) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 24) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.
- 25) None of the funds made available by this loan agreement shall be used for a project for the

construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

- 26) The municipality will ensure that a sign is placed at construction sites supported under this loan displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- a) The municipality will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>
 - b) The municipality will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the municipality received financial assistance from EPA for the project.
 - c) The municipality will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the municipality should send a request directly to OPA and include the KDHE project manager in the communication. Instructions for contacting OPA is available on at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>
- 27) All of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements” found in Public Law No. 117-58) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project. The Municipality understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of loan in advance of the indicated maturity, and/or other remedial actions.
- 28) As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
- a) For the purpose of public safety, security of government facilities, physical security surveillance

of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b) Telecommunications or video surveillance services provided by such entities or using such equipment.

c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Waterline Improvements to Replace Aging, Failing and Undersized Water Distribution System.	\$10,400,000
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$2,095,000
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$2,505,000
Total	\$ 15,000,000

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Easements acquired through eminent domain are not eligible for funding.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water – SRF Disbursements
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:	KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)
KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____	KWPCRF PROJECT # C20
KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	KPWSLF PROJECT #

DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME :
PAYMENT REQUEST NUMBER :	ADDRESS or PO box (include City, State, Zip) :

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru i)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	Telephone (Area Code, number & ext.)	Email

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

* * * * *

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON _____ [ORDINANCE DATE]**

The Governing Body of the City met in _____ [regular/special] session at the usual meeting place in the City, at _____ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF EMPORIA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. 23-06

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF EMPORIA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Emporia, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Waterline Improvements to Replace Aging, Failing and Undersized Water Distribution System.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$15,000,000 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 17, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of February 17, 2023, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Emporia, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ___ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Emporia
Attn: City Clerk
522 Mechanic
Emporia, Kansas 66801

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. ***Quarterly Management Report.*** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. ***Inspection of Books and Records.*** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 2-22(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Emporia (the “Municipality”) in connection with the loan of funds to it (the “Loan”) by the Kansas Department of Health and Environment (“KDHE”). The loan between KDHE and the Municipality (the “Loan Agreement”) is dated February 17, 2023. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority (“KDFA”) the interest on which is intended to be exempt from Federal income tax (“Tax-Exempt Bonds”). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the “Financed Facility”) in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

“Management or Operating Agreement” means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

“Non-Qualified Use” generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Qualified User” means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

THE CITY OF EMPORIA

By: _____

Printed Name

Title



Commission Action Report

Title: Purchase of Advanced Metering Infrastructure System Project and Authorizing Ordinance No. 23-07

Proposed Agenda Date: March 15, 2023

Presented By: Janet Harrouff, Director of Finance
Dean Grant, Director of Public Works

BACKGROUND:

In 2010, the city purchased an Automated Meter Reading (AMR) system, also known as a Drive-By Meter Reading system, to aid Water Services staff in acquiring monthly water meter readings. The current system, meters, and transmitters were installed by a contractor over a three-year period as a part of the project.

The residential meters were installed first, and then the contract was cancelled before meters were installed in many of the businesses, industries, and wholesale accounts. Because of that, many of the meters for these accounts have not been changed in over 20 years. The system was sold with a 10 life. The transmitters are being replaced at a rate of approximately 25 per week, and the meters are being replaced at a rate of about 10 per week. So, with the system out of warranty it is getting costly to replace the major components of the system, and when components are under warranty, we have had difficulty dealing with the supplier since we were moved to a distributor account.

The purchase and installation of an Advanced Metering Infrastructure (AMI) system was budgeted and adopted in the 2022 CIP budget. An AMI system will allow meter readings to be sent to the Water Services office, giving staff and customers access to real-time meter usage data at any time.

On October 17th, 2022, staff received 7 statements of qualifications manufacturers and their distributors. A panel of four (4) staff, consisting of utility billing, underground utilities, Janet, and Dean, then reviewed and scored them, narrowing the list down to three (3) systems that were asked to give in-person presentations and answer questions. Staff (a panel of five (5) then scored the three (3) systems, eliminating one (1) and requesting quotes from the remaining two (2) system manufacturers.

Neptune and Badger (though Midwest Meter Inc.) were asked to submit pricing for their meters, any necessary equipment (gateways, special lids, etc.), start-up, and annual maintenance fees. The initial cost for the AMI system from Neptune is \$2,819,130.66 and from Badger is \$3,211,657.40.

Staff received two (2) proposals for the installation of the meters from MB Construction, in the amount of \$2,275,880.00 and FIT Excavating, in the amount of \$969,079.00. Both proposals included unit pricing for contingency items.

Staff received three (3) proposals for the alternate bid item GPS locating the meters from MB Construction, in the amount of \$40,000.00, FIT Excavating, in the amount of \$66,000.00, and Geotech, in the amount of \$60,000.00.

We also received three (3) proposals for the alternate bid item Lead and Galvanized Service Line Survey from MB Construction, in the amount of \$1,800,000.00, FIT Excavating, in the amount of \$195,000.00, and HP Plumbing, in the amount of \$738,650.00.

DISCUSSION:

Staff would like to purchase an Advanced Metering Infrastructure (AMI) system from Neptune Technology Group. In both the initial review of qualifications and the presentations, Neptune received the highest scores from everyone on the panel, and they submitted the lowest initial and annual maintenance costs of the two (2) systems.

Staff is recommending the meter installation and lead service line survey be awarded to FIT Excavating, LLC.

Staff is recommending the GPS location of the meters be awarded to Goetech, Inc.

FINANCIAL CONSIDERATIONS:

The cost of the meters, meter installation, and lead service line survey is \$3,957,209.00. The project bid had contingency items that each company included pricing for: Meter Setter Replacement, Meter Pit Replacement, ¾" Curbstop Replacement, 1" Curbstop Replacement, Concrete Repair. A contingency fund of \$1,000,000.00 will be set aside to pay for any of the above items that the contractor may encounter during this project. The project will be bonded for a 10-year term.

The GPS location of the meters, \$60,000.00, will be paid for from the Water Fund.

OTHER CONSIDERATIONS: N/A

RECOMMENDED ACTION:

Approve purchase of an Advanced Meter Infrastructure (AMI) system from Neptune Technology Group \$2,819,130.66

Award the meter installation and lead service line survey project to FIT Excavating, LLC for \$1,138,079.00.

Award the GPS locating of the meters to Geotech, Inc for \$60,000.00.

ATTACHMENTS:

Ordinance No. 23-07

Meter Installation Project Bid Tab Sheet

Meter System Cost Sheet

(Published in the *Emporia Gazette* on March ___, 2023)

ORDINANCE NO. 23-07

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO MAKE WATER SYSTEM IMPROVEMENTS, AUTHORIZING THE CITY TO ISSUE ITS GENERAL OBLIGATION BONDS OR TEMPORARY NOTES IN THE PRINCIPAL AMOUNT OF \$5,000,000 PLUS NECESSARY COSTS OF ISSUANCE TO PAY COSTS OF SUCH IMPROVEMENTS

WHEREAS, pursuant to K.S.A. 65-162a *et seq.* (the “Act”), the City of Emporia, Kansas (the “City”) is a municipality that operates and maintains a public water supply system, as defined in the Act, and the City is authorized to acquire, construct, reconstruct, improve, equip, rehabilitate, and extend all or any part of the public water supply system; provided the improvement is not related to the diversion or transportation of water acquired through a water transfer, as defined by K.S.A. 82a-1501; and

WHEREAS, the governing body of the City finds it necessary to improve the City’s public water supply system by purchasing and installing new water meters with an electronic transmitting system that will deliver water usage information from the water meters to the City, and all necessary appurtenances thereto, including but not limited to, engineering and design services, surveying, installation, construction, legal services, interest on temporary financing, costs of issuing notes or bonds, and final inspection, according to specifications and plans approved by the City (the “Water System Improvements”); and

WHEREAS, the estimated cost of the Water System Improvements is \$5,000,000, plus the necessary costs of issuing temporary and permanent financing to fund the Water System Improvements; and

WHEREAS, the Water System Improvements are not related to the diversion or transportation of water acquired through a water transfer defined in K.S.A. 82a-1501; and

WHEREAS, it is necessary to pay the City’s share of the costs of the Water System Improvements by issuing general obligation bonds of the City; and

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

Section 1. The Water System Improvements (as defined in the recitals above) are authorized and directed to be completed pursuant to the Act.

Section 2. To provide funds to pay costs of the Water System Improvements, and as authorized by the Act, the City authorizes issuance of its general obligation bonds in the amount of \$5,000,000 plus the necessary costs of issuing temporary and permanent financing. General obligation temporary notes of the City may be issued from time to time to pay for the interim financing for the Water System Improvements until bonds for permanent financing are issued.

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

Section 4. The Mayor and City Clerk are authorized and directed to take such other action, including the execution of documents, as may be necessary to proceed with the intent of this Ordinance.

Section 5. This Ordinance shall be in full force and effect after it is passed and approved by the City governing body and published one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on March 15, 2023.

CITY OF EMPORIA, KANSAS

[Seal]

By _____
Susan Brinkman, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas, met in regular session at the usual meeting place in the City on March 15, 2023, at 11:00 a.m., with Mayor Susan Brinkman presiding, and the following members of the governing body present:

The following members were absent:

Among other business, the governing body considered an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO MAKE WATER SYSTEM IMPROVEMENTS, AUTHORIZING THE CITY TO ISSUE ITS GENERAL OBLIGATION BONDS OR TEMPORARY NOTES IN THE PRINCIPAL AMOUNT OF \$5,000,000 PLUS NECESSARY COSTS OF ISSUANCE TO PAY COSTS OF SUCH IMPROVEMENTS

The Ordinance was considered and discussed and on motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of the members of the governing body, and assigned No. 23-__.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify the foregoing is a true and correct Excerpt of Minutes of the March 15, 2023, meeting of the governing body of the City of Emporia, Kansas.

[Seal]

Kerry Sull, City Clerk

Meters

3	5/8 x 3/4 -inch meter		7078	Each
4	3/4 x 3/4 -inch meter		616	Each
5	1-inch meter		996	Each
6	1 1/2-inch meter		190	Each
7	2-inch meter		267	Each
8	3-inch meter		31	Each
9	4-inch meter		49	Each
10	6-inch meter		7	Each
11	8-inch meter		4	Each
12	10-inch meter		1	Each
13	12-inch meter		1	Each
		Meter Cost		
14	Gateways			
14	Start-up			
14	Meter Pit Lids (Plastic)			
14	Annual Maintenance Costs			
			Initial Total Costs	

Neptune

Badger

\$	223.00	\$	1,578,394.00	\$	253.00	\$	1,790,734.00
\$	295.10	\$	181,781.60	\$	253.00	\$	155,848.00
\$	353.35	\$	351,936.60	\$	360.00	\$	358,560.00
\$	681.85	\$	129,551.50	\$	681.00	\$	129,390.00
\$	805.50	\$	215,068.50	\$	873.00	\$	233,091.00
\$	2,149.60	\$	66,637.60	\$	2,148.00	\$	66,588.00
\$	2,722.80	\$	133,417.20	\$	2,591.00	\$	126,959.00
\$	4,642.55	\$	32,497.85	\$	3,853.00	\$	26,971.00
\$	7,334.75	\$	29,339.00	\$	4,720.00	\$	18,880.00
\$	9,128.20	\$	9,128.20	\$	6,360.00	\$	6,360.00
\$	10,613.95	\$	10,613.95	\$	7,022.00	\$	7,022.00
\$	2,738,366.00			\$	2,920,403.00		
		\$	48,502.50			\$	-
		\$	4,750.00			\$	33,350.00
		\$	-			\$	176,962.00
		\$	27,512.16			\$	80,942.40
		\$	2,819,130.66			\$	3,211,657.40

Updated Bid Sheet				MB Construction, LLC		FIT Excavating, LLC		GeoTech, INC.		HP Plumbing, LLC	
No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid:											
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -
2	Payment Bond	1	Each	\$ 67,000.00	\$ 67,000.00	\$ 26,000.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -
3	Installation of 5/8 x 3/4 -inch meter	7078	Each	\$ 75.00	\$ 530,850.00	\$ 72.00	\$ 509,616.00	\$ -	\$ -	\$ -	\$ -
4	Installation of 3/4 x 1 -inch meter	616	Each	\$ 75.00	\$ 46,200.00	\$ 72.00	\$ 44,352.00	\$ -	\$ -	\$ -	\$ -
5	Installation of 1-inch meter	996	Each	\$ 80.00	\$ 79,680.00	\$ 72.00	\$ 71,712.00	\$ -	\$ -	\$ -	\$ -
6	Installation of 1 1/2-inch meter	190	Each	\$ 350.00	\$ 66,500.00	\$ 82.00	\$ 15,580.00	\$ -	\$ -	\$ -	\$ -
7	Installation of 2-inch meter	267	Each	\$ 350.00	\$ 93,450.00	\$ 82.00	\$ 21,894.00	\$ -	\$ -	\$ -	\$ -
8	Installation of 3-inch meter	31	Each	\$ 700.00	\$ 21,700.00	\$ 330.00	\$ 10,230.00	\$ -	\$ -	\$ -	\$ -
9	Installation of 4-inch meter	49	Each	\$ 1,000.00	\$ 49,000.00	\$ 330.00	\$ 16,170.00	\$ -	\$ -	\$ -	\$ -
10	Installation of 6-inch meter	7	Each	\$ 1,500.00	\$ 10,500.00	\$ 675.00	\$ 4,725.00	\$ -	\$ -	\$ -	\$ -
11	Installation of 8-inch meter	4	Each	\$ 3,000.00	\$ 12,000.00	\$ 1,700.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -
12	Installation of 10-inch meter	1	Each	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
13	Installation of 12-inch meter	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
14	Installation of 5/8-inch x 3/4 -inch meter resetters	6000	Each	\$ 200.00	\$ 1,200,000.00	\$ 30.00	\$ 180,000.00	\$ -	\$ -	\$ -	\$ -
15	Customer Notification	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
Meter Subtotal				\$ 2,275,880.00		\$ 969,079.00		\$ -		\$ -	
Contingency Item***Only as authorized by Emporia ***											
1	Meter Setter Replacement (see picture)	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -
2	Meter Pit/Tile/Box Replacement	1	Each	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ -	\$ -
3	3/4" Curbstop Replacement	1	Each	\$ 800.00	\$ 800.00	\$ 225.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -
4	1" Curbstop Replacement	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -
5	Concrete Repair	1	Sq. Yd	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -
Contingency Subtotal				\$ 3,350.00		\$ 2,275.00		\$ -		\$ -	
Alternate Bid Items:											
1	GPS Meter Locations (as described)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 66,000.00	\$ 66,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
2	Lead and Galvanized Service Line Survey	1	LS	\$ 1,800,000.00	\$ 1,800,000.00	\$ 195,000.00	\$ 195,000.00	\$ -	\$ -	\$ 738,650.00	\$ 738,650.00
Alternate Bid Subtotal				\$ 1,840,000.00		\$ 261,000.00		\$ 60,000.00		\$ 738,650.00	
Project Total				\$ 4,119,230.00		\$ 1,232,354.00		\$ 60,000.00		\$ 738,650.00	



Commission Action Report

Title: Golf Course Tee Improvements

Proposed Agenda Date: March 15, 2023

Presented By: Kevin Hanlin, Director of Public Lands & Facilities; Marcus Erkel, Head Professional; Kelley Storch, Golf Course Superintendent

BACKGROUND:

In the 2023 CIP, the Golf Course was approved for \$186,462.00. When this was proposed, the idea was to install the new tees to make a more enjoyable course for amateur players by allowing a shorter course for most ladies, juniors, and seniors. Originally, the new tees would have received Bentgrass seed on the top and Fescue seed on the side. After some thought and consideration of an alternative plan from our course architect, we feel the best plan of action is to install the recommended Zoysia sod on the newly constructed tees and to level and convert the existing tees to Zoysia sod as well.

The proposal is as follows:

1. New tees with Zoysia sod: \$250,330
2. Alternate #1; Level and Zoysia sod to existing tees: \$140,388
3. Alternate #2; Level and Zoysia sod to practice tees: \$20,761
4. Alternate #3; Pull wire to new tees: \$17,500 (This is only needed if Alt #2 is not accepted because irrigation will have to be separated for the different types of grasses)

Marcus Erkel, Head Professional, and Kelley Storch, Golf Course Superintendent, will be present to answer questions. In addition, Brent Hugo, CE Golf Design, will be available to discuss design and answer questions.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

Additional funding has been added to the project line item in Multi-Year for a total of \$429,962.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Award bid to Viridity in the amount of \$411,479.

ATTACHMENTS:

CE Golf Design Contractor Recommendation; Plan Specs; Design Plan; Architect's Opinion of Costs;
Viridity Bid; Mammoth Bid



CE Golf Design

Golf Course Design & Landscape Architecture

March 9, 2023

Mr. Marcus Erkel
City of Emporia
111 East 6th Avenue
Emporia, KS 66801

RE: Contractor Recommendation – Tee Renovation at Emporia Golf Course

Dear Marcus:

We received two qualified bids for the Tee Improvements at Emporia Golf Course. While the bids were slightly higher than our architect estimate, we did get a qualified contractor that is available to do the project this spring. Attached are the two bids for your use.

After reviewing the bids, I am recommend **Viridity** for the tee improvement project. I would also recommend accept the two alternates with the base scope of work. These two additional improvements will make the golf course more playable for all golfers in Emporia while improving the overall appearance of the golf course. It will also make all of the tee surfaces consist with Zoysiagrass throughout the entire golf course. This will help the overall maintenance requirement for the tees as well.

If you have any questions concerning these bids, please do not hesitate to call me at (913) 233-9279.

Sincerely,

Todd J. Clark
President, CE Golf Design

**Bid Form and
Construction Specifications for:**

City of Emporia

2023 Golf Course Improvements Tee Improvements

Emporia Golf Course

Date: February 22, 2022

Prepared By:

CE Golf Design
14105 Noland Street
Overland Park, KS 66221
Phone: (913) 233-9279

Emporia Golf Course

Bid Form & Construction Specifications

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INVITATION TO BID

1. ANNOUNCEMENT

The City of Emporia will receive sealed bids for 2023 Golf Course Improvements Tee Project at Emporia Golf Course from qualified Golf Course Builders for construction services. The project will include the following:

- A. Site Preparation
- B. Earthwork
- C. Tee Construction
- D. Irrigation
- F. Grassing

2. PRE-BID MEETING

Bidders are invited to attend a pre-bid meeting at the course with the Golf Course Architect. The purpose of the meeting is to discuss bidding procedures, bid documents, and any other aspect of the project that may be appropriate.

3. SUBMISSION OF BID

Sealed bids will be received up to the hour of **10:00 AM** on **Thursday, March 9, 2023** at the office of CE Golf Design.

END OF INVITATION TO BID

INSTRUCTION TO BIDDERS

1. GENERAL

- A. Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- B. All definitions set forth in the AIA Document A201 General Conditions of the contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Owner's Representative prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, modifications or corrections.
- D. A Bid is a complete and properly signed proposal to do work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Bidder has visited the site and is familiar with the local conditions under which the work is to be performed with the requirements of the proposed Contract Documents.
- F. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception. No additional claims for compensation will be considered by the Owner due to unknown conditions, other than those specified in the specifications.

2. INSURANCE AND TAX REQUIREMENTS

- A. The Bidder who is awarded a contract will be required to secure and maintain the necessary insurance throughout the duration of the contract and for a period of one (1) year following completion of the work. The Successful Bidder shall submit certificates of insurance to the Owner for approval before executing contract documents. Required Insurance is for Workmen's Compensation, Automobile Liability, Comprehensive General Liability, Owner's Protective Liability and Property Insurance.
- B. The Bidder shall be responsible to pay for all Federal, State, County, and Local Sales taxes that may be required.

3. BIDDING DOCUMENTS

A. COPIES

- 1) Bid Documents will be made available electronically on CE Golf Design's FTP or DropBox site.
- 2) Bidding Documents will not be issued directly to subcontractors or others.
- 3) Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Owner's Representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 1) Bidders shall promptly notify the Owner's Representative of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions, or a provision which is in conflict with Federal or State Law or Regulations, or with a Law or Ordinance of the Municipality or other local authority.

- 2) Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Owner's Representative at least three (3) days prior to the date for receipt of Bids.
- 3) Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, Corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

C. SUBSTITUTIONS

- 1) The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- 2) No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner's Representative at least seven days prior to the date for receipt of Bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final.
- 3) If the Owner approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 4) No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents or approved by the Owner.

D. ADDENDA

- 1) Addenda will be e-mailed, mailed, faxed, or delivered to all that are known by the Owner's Representative to have received a complete set of Bidding Documents.
- 2) Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3) No addenda will be issued later than three (3) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 4) Each Bidder shall ascertain prior to submitting their bid that all Addenda issued have been received and shall acknowledge their receipt in the Bid.

4. BIDDING PROCEDURES

A. FORM AND STYLE OF BIDS

- 1) Bids shall be submitted only on forms included within the specifications.
- 2) All blanks on the bid form shall be completed.

- 3) Where so indicated by the makeup of the bid form, sums shall be express in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 4) Any alteration or erasure must be initialed by the signer of the Bid.
- 5) Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is sole proprietor, a partnership, a corporation, or some other legal entity, Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

B. SUBMISSION OF BIDS

SUBMISSION OF BIDS

- 1) Sealed bids will be received up to the hour of **10:00 AM** on **March 9, 2023** at the office of **CE Golf Design**, 14105 Noland Street, Overland Park, Kansas 66221.
- 2) Each bid submission shall contain the following:
 - a) **BID FORM**
 - b) **CE GOLF DESIGN – SCHEDULE OF UNIT PRICES**
 - c) **SUBCONTRACTORS LIST**
- 3) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4) All bids shall be submitted in an electronic file such as an PDF document, word or excel file.

C. MODIFICATION OR WITHDRAWAL OF BID

- 1) A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- 2) Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the person receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- 3) Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

5. CONSIDERATION OF BIDS

A. REJECTION OF BIDS

- 1) The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

B. ACCEPTANCE OF BID (AWARD)

- 1) It is the intent of the Owner to award a Contract to the most responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does

not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which are in the Owner's best interest.

- 2) The Owner shall have the right to reduce the scope of work if the bid exceeds the funds available. Unit prices will be used to determine the amount of work to be reduced.
- 3) The Owner shall have the right to accept Alternates in any order or combination to determine the Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

6. POST BID INFORMATION

A. SUBMITTALS

- 1) The Bidder will be required to establish to the satisfaction of the Owner's Representative and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.
- 2) If the Owner or Owner's Representative has reasonable objection to any such proposed person or entity, the Bidder may, at his option, withdraw his Bid, or submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or may disqualify the Bidder.

7. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED

- 1) Unless otherwise required, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, and AIA Document A201 General Conditions of the Contract for Construction where the basis of payment shall be a lump sum price. The Architect shall determine which unit prices will be the basis for any additions or deductions to the lump sum price.

8. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

A. PROJECT EXPERIENCE

- 1) Qualified bidders for the project shall be approved by the Golf Course Architect prior to bidding.
- 2) Qualified bidders shall have completed a minimum of three (3) tee renovation projects.

END OF INSTRUCTION TO BIDDERS

BID FORM

1. BID TO:

**City of Emporia
Emporia Golf Course
1133 S Highway 99
Emporia, KS 66801**
hereinafter called "Owner"

2. BID FROM:

(Hereinafter called "Bidder")

Address

City, State, Zip

Telephone Number

3. BID FOR:

2023 Golf Course Improvements – Tee Improvements Emporia Golf Course

4. ACKNOWLEDGMENT

- A. The Bidder, in compliance with your Invitation for Bids having carefully examined the related bid documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby propose to perform everything required to be performed and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and provide utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with the plans and specifications as prepared.

- B. The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

5. AGREEMENT

In submitting this Bid, the undersigned agrees:

- A. To hold this Bid open for thirty (30) days from submittal date.
- B. To enter into and execute a AIA Agreement with the Owner within fourteen (14) days after receiving Notice of Award from the Owner.
- C. To accomplish the work in accordance with the Contract Documents.
- D. To complete the work by the time stipulated in the Agreement.

6. SCHEDULE

Construction of the Project shall be in accordance with the following dates:

- A. Commence construction by **April 3, 2023**
- B. Completion of contract by **June 15, 2023**

7. LIQUIDATED DAMAGES

Liquidated damages are not part of this agreement.

8. PERFORMANCE BOND

Not required at this time and shall not be included with the bid. The Bidder who is awarded a contract may be required to furnish a Performance Bond in the amount of 100% of the awarded contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. This additional cost for the bond would be included in the final contract amount.

9. INSURANCE

The Bidder who is awarded a contract will be required to secure and maintain the necessary insurance throughout the duration of the project as stated in the Contractor Contract. The Successful Bidder shall submit certificates of insurance to the Owner for approval.

10. FINAL CONTRACT PRICE (Schedule of Unit Prices)

The Bidder submits the following Schedule of Unit Prices (attached) for the work to be performed as shown on the Plans and described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work. The Owner, Golf Course Architect and Bidder shall negotiate the final contract price based on available funds and scope of work approved to implement.

END OF BID FORM

SUBCONTRACTORS LIST

The following list of Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the execution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work representing five percent (5%) or more of the total Bid.
3. The subcontractors listed below are financially responsible and are qualified to perform the work required.
4. The subcontractors listed below comply with the requirements of the Contract Documents.
5. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 (fourteen) calendar days.

PORTION OF WORK	SUBCONTRACTOR	ADDRESS AND TELEPHONE NUMBER

END OF SUBCONTRACTORS LIST

SECTION 1 - GENERAL SPECIFICATIONS

1.1 SCOPE OF WORK

1.1.1 The following specifications are directly related to 2023 Golf Course Improvements Tee Improvements at Emporia Golf Course.

1.1.2 The golf course improvements shall include a formal review of the Construction Drawings with the Owner, Contractor and the Golf Course Architect.

1.2 PROJECT CONTACT PERSON

1.2.1 Direct all questions and concerns to:

Golf Course Architect:

Todd Clark
CE Golf Design
14105 Noland Street
Overland Park, KS 66221
Telephone Number: (913) 233-9279
Email: todd@cegolfdesign.com

END OF SECTION

SECTION 2 - DEFINITION OF TERMS

2.1 DEFINITIONS

- 2.1.1 *Approved Equal*: Approved by the Golf Course Architect.
- 2.1.2 *Contractor*: The word "Contractor" or "Builder" or "Golf Course Builder" applies with equal meaning to the General Contractor and all other Contractors having a contract with the Owner for other divisions of the work.
- 2.1.3 *Engineer*: The Engineer as designated as representative of the Owner.
- 2.1.4 *General Contractor*: The Contractor for all parts of the work except those for which separate provision is made in the Form of Proposal.
- 2.1.5 *Golf Course Architect*: The professional employed by the Owner to plan and administer Detailed Drawings and Specifications for renovating a golf course, including overseeing of the golf course during construction.
- 2.1.6 *Irrigation Design Consultant*: The professional employed by the Owner to plan and administer Detailed Drawings and Specifications for designing the irrigation system.
- 2.1.7 *Owner*: City of Emporia
- 2.1.8 *Work*: Labor and/or materials.

2.2 ABBREVIATIONS

- 2.2.1 *AAN*: American Association of Nurserymen
- 2.2.2 *AASHTO*: American Association of State Highway and Transportation Officials
- 2.2.3 *AISI*: American Iron and Steel Institute
- 2.2.4 *ANSI*: American National Standards Institute
- 2.2.5 *ASCE*: American Society of Civil Engineers
- 2.2.6 *ASTM*: American Society for Testing and Materials
- 2.2.7 *AWG*: American Wire Gauge

END OF SECTION

SECTION 3 - GENERAL REQUIREMENTS

3.1 SCOPE

- 3.1.1 The Contractor will provide the essential labor, materials, equipment and services required to complete this work as set forth in the Specifications and indicated on the Plans.

3.2 DUPLICATE INVOICES

- 3.2.1 The Golf Course Architect will be provided with duplicate copies of invoices for all materials used during the construction activities.
- 3.2.2 In preparation for the Final Payment, a thorough rechecking of the total quantities of materials used will be made against the total bid, and if minimum quantities have not been satisfactorily met, the Contractor will take whatever steps deemed necessary by the Golf Course Architect to balance and correct these deficiencies.

3.3 DISMISSAL

- 3.3.1 The contractor, agents and employees will conduct the construction project without inappropriate behavior to patrons (including harassment, cat calls, profanity, etc.) The Owner will have the absolute rights for personnel dismissal.

3.4 ESTIMATES

- 3.4.1 All estimates of quantities are "estimates." It is the exclusive responsibility of the Contractor to perform their own take-offs and quantity estimates on which to price and submit their bid. The Contractor's estimates will be viewed as a measure of comparison against those which the Golf Course Architect can check his calculations.
- 3.4.2 If any significant discrepancies between these quantity estimates are found, the Contractor will notify the Golf Course Architect by writing concerning any such discrepancies. The Golf Course Architect will in turn, answer in writing, via first class mail, and document an adjustment to reflect any unusual findings.

3.5 MOBILIZATION

- 3.5.1 All moving in of equipment and materials will be coordinated with the Owner and will take place only in the areas approved by the Owner. Complete establishment of a construction office and necessary utilities and services shall be fully operational within one (1) weeks of notice to begin work from the Owner.
- 3.5.2 It will be the responsibility of the Contractor to secure and pay for any and all transport permits to relocate their equipment on site and to keep the street clean from mud from construction vehicles.

3.6 WARRANTY

- 3.6.1 The Contractor shall provide the Owner a warranty for a period of one (1) year after the golf course project is accepted by the Owner. All necessary repairs shall be the responsibility of the Contractor.

3.7 GPS AS-BUILT PLANS

- 3.7.1 The Contractor shall provide the Owner GPS "As-Built" Plans of the golf course improvements. It shall include the size of all final tees built and irrigation improvements with each monthly pay request. The Golf Course Architect will not approve any payment without these "As-Built" documents.
- 3.7.2 These plans shall be delivered to the Owner and Architect in AutoCAD or MicroStation format before final payment is considered.

3.8 RESTORATION OF GOLF COURSE

- 3.8.1 Any portion of the golf course property outside the scope of work shall be restored as nearly as possible to its original condition at the Contractor's expense. The Owner and Golf Course Architect will decide the restoration method for any damaged areas that need repaired or replaced.
- 3.8.2 The Contractor will responsible for any damage caused to the existing cart paths. The Owner understands that some construction traffic will have to use the cart paths to cross creeks throughout the golf course. The Contractor shall take special care to protect these paths. The Owner and Golf Course Architect will determine if any paths need to be replaced by the Contractor at the Contractor's expense.

3.9 PERMITS

- 3.9.1 Not required for these projects.

3.10 BASIS OF PAYMENT

- 3.10.1 MOBILIZATION shall be paid for at bid unit price per lump sum and such price shall include all labor, materials, equipment and permits to mobilize on the job site.

END OF SECTION

SECTION 4 - UNDERGROUND UTILITIES

4.1 LOCATION

- 4.1.1 The Contractor is responsible for contacting all utilities to confirm the presence, absence, and location of buried or proposed underground utilities.

4.2 NOTIFICATION

- 4.2.1 The Contractor is responsible for preparing an "as built" map indicating the location and type of all underground utilities that are not already located.
- 4.2.2 The Contractor shall immediately notify the Golf Course Architect with the utilities information.
- 4.2.3 The Contractor is required to protect any known underground utilities by whatever means necessary to insure no disruption of service, unless coordinated with the agency responsible for that utility.
- 4.2.4 The Contractor will need to coordinate with utility contractors during the installation of utilities so that interferences are not encountered. No golf course features are to be located over any utilities unless written notification is given by the Golf Course Architect or Owner.

4.3 BASIS OF PAYMENT

- 4.3.1 Underground utilities are considered incidental to the work and separate payment for these items shall not be made to the contractor.

END OF SECTION

SECTION 5 – EROSION, SEDIMENT CONTROL & PERMITTING

5.1 GENERAL:

- 5.1.1 Since the scope of work is limited to small areas throughout the golf course silt fence will not be required for this project. The Contractor may not disturb or have disturbed at any one time more than one (1) acre of disturbance. If the contractor adheres to this requirement a Land Disturbance or Grading permit will not be required for this project.
- 5.1.2 The Contractor shall be responsible for any erosion into the surround grass adjacent to each tee being constructed.

5.2 BASIS OF PAYMENT

- 5.2.1 Erosion, Sediment Control & Permitting is considered incidental to the work and separate payment for these items shall not be made to the contractor.

END OF SECTION

SECTION 6 - LAYOUT AND STAKING

6.1 SCOPE

- 6.1.1 The Contractor will provide the essential labor, materials, equipment and services required to complete this part of the work as set forth in the Specifications and indicated on the Plans.

6.2 STAKES

- 6.2.1 The Golf Course Architect will locate the center of each tee to be built. The Contractor will maintain these control point stakes until the tee is built and grassed.
- 6.2.2 All standard stakes will be one inch (1") wide, oak laths, with minimum four foot (4') lengths required.

6.3 PROPERTY LINES

- 6.3.1 The property lines will be located by the Owner, if necessary. The contractor is responsible for any damages located outside of the surveyed property lines.

6.4 FLAGS AND RIBBON

- 6.4.1 Flags shall be two inches (2") square polyethylene, have a metal stem, and a twelve inch (12") minimum length. A minimum of three (3) different colors is required.
- 6.4.2 All ribbon will be two inches (2") wide vinyl. A minimum of three (3) different colors is required.

6.5 PAINT

- 6.5.1 Paint shall be water base marking paint in sixteen ounce (16 oz) cans. A minimum of three (3) different colors are required, one (1) of which shall be fluorescent. A paint gun will also be on-site for use by the Golf Course Architect.

6.6 STAKING AND LAYOUT OF THE WORK

- 6.6.1 The Contractor will be responsible for the maintenance of any existing stakes that have been placed by other contractors, Owner or the Golf Course Architect that designate the layout of any golf holes or other amenities to the project. In event that the Owner has not secured a surveyor, the Contractor will be responsible for the layout and maintenance of the following items:

1. Bridges
2. Drainage Structures and patterns
3. Tees
4. Greens
5. Bunkers
6. Bench marks
7. Irrigation system
8. Disposal areas
9. And all other features required to construct the golf course.

- 6.6.2 All layout work will be subject to approval by the Golf Course Architect.

6.7 BASIS OF PAYMENT

- 6.7.1 Wooden stakes, paint and secured gate are considered incidental to the work and separate payment for these items shall not be made to the contractor.

END OF SECTION

SECTION 7 - SITE CLEARING

7.1 TREE OR BRUSH REMOVAL

- 7.1.1 The Contractor will be responsible for any small tree or brush removal or site clearing in areas where the fill material is located on site as shown on the drawings.

7.2 BASIS OF PAYMENT

- 7.2.1 Site Clearing is considered incidental to the work and separate payment for these items shall not be made to the contractor.

END OF SECTION

SECTION 8 - EARTHWORK

8.1 SOURCES OF FILL MATERIAL

- 8.1.1 The source of fill material for the proposed tee construction is generally shown on the plans. We have identified three locations for the Contractor to get fill material for the tee construction. We are building 27 new tees and we have estimated an average of 100 cubic yards per tee for fill material.
- 8.1.2 It is solely the Contractor's responsibility to determine the quantity of fill required to complete the work. The source of fill material will come from designated borrow areas and the Contractor is responsible for cost associated with this work.

8.2 SHAPING

- 8.2.1 The Golf Course Architect shall approve the Golf Course Shaper for the project. If, the Contractor's Shaper cannot achieve the desired tee shapes, the Contractor will be required to find a different shaper to achieve the desired tee shape. The Shaper will follow direction of the Golf Course Architect and tee detail when building the new tees.
- 8.2.2 The Contractor shall remove all grass or vegetation over the areas before stripping topsoil. The Golf Course Superintendent will spray the limits of disturbance prior to tilling and stripping the topsoil.
- 8.2.3 Topsoil, where in the judgment of the Golf Course Architect is suitable for saving, shall be removed from all areas to be graded to a depth of at least eight inches (8") and shall be re-spread to a depth of six inches (6") over the subgrade of all areas where grade is altered.
- 8.2.4 The full depth of topsoil shall be stripped from areas that are to be cut, filled or shaped.
- 8.2.5 The stockpiles of topsoil shall be made in such a manner to build the tees while remaining with the limits of disturbance.

8.3 FINISH GRADING

- 8.3.1 All areas to be planted shall be smoothed prior to seeding or sodding. The Contractor shall keep the tees free from any debris or soil that may fall outside the disturbed areas. The Contractor is responsible for repairing any damage to the adjacent fairway or rough due to erosion and construction activities.
- 8.3.2 Any debris, sticks, roots or stones one inch (1") or more in diameter, or any other foreign material coming within the boundaries of the disturbed area shall be removed from the soil surface to a burial site designated by the Golf Course Architect.

8.4 BASIS OF PAYMENT

- 8.4.1 EARTHWORK shall be paid for as a price per cubic yard and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.
- 8.4.2 SHAPING shall be paid for as one lump sum price and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.
- 8.4.3 FINISH GRADING shall be paid for at bid unit price per acre and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.

END OF SECTION

SECTION 9 – IRRIGATION

9.1 SCOPE

- 9.1.2 It shall be the Contractor's responsibility to ascertain the sizes, amount, and location of existing irrigation sprinkler heads, piping and wiring prior to construction. It shall be the Contractors responsibility to preserve, repair and keep the irrigation systems functioning during construction activities.

9.2 IRRIGATION MODIFICATIONS

- 9.2.1 The Contractor is responsible for relocating all lateral lines as shown on the drawings or as discovered in the field to accommodate the new tee improvements. This includes all signal and power wire that is located with the pipe. The pipe and wire shall be installed within the industry standards for golf course irrigation systems.
- 9.2.2 Each new tee built will have one new irrigation head per tee. This head shall be a 750 Toro Series Valve-In-Head sprinkler with a spacing of 80 feet between heads. This includes all lateral 2" Class 200 PVC gasket or glued pipe, signal wire, swing joints and fittings that is required to make sure the irrigation head functions properly. The irrigation head and wire shall be installed within the industry standards for golf course irrigation systems.

9.3 BASIS OF PAYMENT

- 9.3.1 NEW IRRIGATION HEAD shall be paid for at bid unit price per each irrigation head and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.

END OF SECTION

SECTION 10 - TRENCHING, BACKFILLING & COMPACTING

10.1 SHEETING & SHORING

- 10.1.1 Except where banks are cut back on a stable slope, excavation for structures and trenches shall be properly and substantially sheeted, braced, and shored as necessary to prevent caving or sliding, to provide protection for workers and the work, and to provide protection for existing structures and facilities.

10.2 STABILIZATION

- 10.2.1 Subgrade for catch basins and trench bottoms shall be firm, dense and thoroughly compacted and shall be sufficiently stable to remain firm and intact under the feet of the workers.
- 10.2.2 Subgrade for catch basins and trench bottoms which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with one or more layers of crushed stone or gravel.
- 10.2.3 All stabilization work shall be performed by and at the expense of the Contractor.

10.3 TRENCH EXCAVATION

- 10.3.1 The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. All trench shall be closed at the end of the day or properly marked as an open trench in accordance to the local codes.
- 10.3.2 The alignment and grade or elevation of each pipe line shall be fixed and determined by means of offset stakes. Vertical and horizontal alignment of pipes shall be in conformity with the project requirements.
- 10.3.8 Pipe embedment materials both below and above the bottom of the pipe shall conform to the requirements shown on the plans, unless otherwise approved by the Golf Course Architect.
- 10.3.9 After each pipe has been graded, aligned and placed in final position on the bedding material sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe to hold the pipe in proper position and alignment during subsequent backfilling. Tamped backfill materials shall be placed in uniform layers of not more than six inches (6"), and shall have a moisture content that will insure that maximum density will be obtained when compacted to ninety-five percent (95%) density.

10.4 TRENCH BACKFILL

- 10.4.1 All trench backfill above pipe embedment shall conform to the requirements the City requirements for Standard HDPE Installation Detail or at the direction of the Golf Course Architect.
- 10.4.2 When beneath pavements, hard surfaces, driveways, curbs, gutters, walks, around wet wells or other surface construction or structures, tamped backfill will be require for the full depth of the trench above the granular fill. Tamped backfill materials shall be placed in uniform layers of not more than six inches (6"), and shall have a moisture content that will insure that maximum density will be obtained when compacted to ninety-five percent (95%) density.

10.5 CRUSHED ROCK OR GRAVEL FILLS

- 10.5.1 Crushed rock or gravel fills shall be placed on suitably prepared sub grades and compacted by vibration or roller.
- 10.5.2 Crushed rock or gravel shall be free from dust, clay, or trash, and shall be graded one and one-half inch (1-1/2") to No. 4 as defined in ASTM C33.

10.6 STRUCTURAL BACKFILL

10.6.1 All backfill material shall consist of loose, damp (not wet) earth having a moisture content such that maximum density of the compacted soil will be obtained. Moisture content shall be distributed uniformly, and water for correction of moisture content shall be added sufficiently in advance that proper moisture distribution and compaction will be obtained.

10.7 DRAINAGE MAINTENANCE

10.7.1 Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches.

10.8 PROTECTION OF TRENCH BACKFILL IN DRAINAGE COURSES

10.8.1 Where trenches are constructed in ditches or other water courses, backfill shall be protected from surface erosion.

10.8.2 Where the grade of the ditch exceeds three percent (3%), ditch checks shall be installed.

1. Unless otherwise shown on the Plans or directed by the Golf Course Architect, ditch checks shall be rip-rap according to the City standard details.

10.9 DISPOSAL OF EXCESS EXCAVATED MATERIALS

10.9.1 Excavated soil or rock in excess of the amount permitted to be actually installed in trench backfill and debris encountered in excavation work shall be disposed on the work site in areas designated for such material by the Golf Course Architect.

10.10 BACKFILL SETTLEMENT

10.10.1 The Contractor shall be responsible for all settlement of backfill that may occur within one (1) year after final completion of the contract in which the backfilling work was performed.

10.10.2 The Contractor shall make, or cause to be made, all necessary backfill replacements and repairs or replacements within thirty (30) days after notice by the Golf Course Architect or Owner.

10.11 MEASUREMENT AND PAYMENT

10.11.1 Trenching, backfilling and compacting shall be considered with the unit price of drain pipe and a separate payment to the contractor shall not be made.

END OF SECTION

SECTION 11 - TEE CONSTRUCTION

11.1 GENERAL

11.1.1 All tees shall be located as shown on the plans and shall cover such areas as generally dimensioned on the drawings for tees, or as laid out in the field by the Golf Course Architect.

11.1.2 All tee construction shall be in conformance with the plans as found in the drawings.

11.2 SUB GRADING

11.2.1 All cuts and fills shall closely follow the plans. Filled areas shall be compacted to ninety-five percent (95%) proctor to prevent any occurrence of settling. Fill material to build tees must be placed in lifts of eight inches (8") or less and compacted by wheel rolling or mechanical tamping means before next lift of fill is laid down. The tees shall be built from the base upwards.

11.2.2 The tee subsurface shall be constructed level from side to side. All tees will have a one percent (1%) fall (cross-slope), from front to back. On holes that play uphill, this one percent (1%) cross-slope will be from front to back. On holes that play downhill, this one percent (1%) cross-slope will occur back to front. On holes that are cut into the side of a hill, the one percent (1%) cross-slope shall fall to the side of the tee away from the hill cut. The Contractor shall use surveying equipment to verify final grades and slopes after seedbed preparation but before planting.

11.2.3 Care shall be taken to assure that no water will be trapped under the tee surface. To insure this, the Owner shall construct the subgrade to a sufficient pitch to enable good subsurface drainage.

11.3 TOPSOIL

11.3.1 In all proposed tee sites, all available topsoil must be stripped and stored before grade is changed.

11.3.2 Tees shall be built to follow plans to insure that tee forms blend well into the natural terrain. All tee surfaces will be on-site topsoil at a depth of six inches (6") when placed with a minimum depth of four inches (4") when compacted.

11.4 ROOT ZONE MIX

11.4.1 No root zone mix is specified for the tees.

11.5 DRAINAGE

11.5.1 No drainage is specified for the tees except on the practice facility tees.

11.6 FINISH GRADING

11.7.1 The tee surfaces shall be finish graded with a laser level operation.

11.7.2 Finish grading shall be accomplished only by the use of a laser level hydraulically-controlled combination box blade or other method demonstrated and approved by the Golf Course Architect.

11.7.3 Before the sod or seed is applied, the tee surface shall be lightly scarified by rake or like instrument.

11.7.4 The Golf Course Architect must approve all finish grades before sodding.

11.8 BASIS OF PAYMENT

11.8.1 TEE CONSTRUCTION shall be paid for at bid unit price per square foot and shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified

END OF SECTION SECTION 12 - GRASSING

12.1 SCOPE OF WORK

- 12.1.1 The intent of this section is to insure that the golf course is planted correctly in the opinion of the Golf Course Architect.
- 12.1.2 It shall be the Contractor's responsibility to ascertain the sizes, amount and extent of materials necessary for proper execution of this section of work.
- 12.1.3 After areas to be planted have been prepared, graded smooth, and approved by the Golf Course Architect, they shall be grassed during the period designated below or unless otherwise directed in writing by the Golf Course Architect.
- 12.1.4 Final inspection and acceptance will be at the end of the construction activities. Acceptance will be based upon a satisfactory stand of turf, which is determined by the Golf Course Architect.

12.2 GRASS SOURCES

- 12.2.1 All seed and sod sources must be approved by the Golf Course Architect prior to purchase and delivery to the project site.
- 12.2.2 The Golf Course Architect shall have the right to inspect all turfgrass delivered and planted, and the right to reject any loads of sod delivered that are deemed unsuitable for planting or that has been planted.

12.3 FERTILIZER

- 12.3.1 Fertilizer will be applied by the Golf Course Superintendent at his discretion.

12.4 FESCUE SEED

- 12.4.1 All seed shall be certified as to ninety-eight percent (98%) genetic purity and eighty-five percent (85%) germination by the United States Department of Agriculture, or other agency approved by the Golf Course Architect.
- 12.4.2 All borrow areas shall be seeded with a Kentucky 31 Fescue at a rate of 200 lbs. per acre. The Contractor shall submit seed source for approval by Golf Course Architect. The seeded areas shall be covered with a straw blanket for protection.

12.5 FESCUE SOD

- 12.5.1 All Fescue Sod shall be 90% Turf-Type Tall Fescue and 10% Kentucky Bluegrass with the source being approved by Golf Course Architect.
- 12.5.2 All sod will be commercially grown within two hundred fifty (250) miles of the golf course. It shall be cut and delivered within twenty-four (24) hours. It shall be free from noxious weeds and grasses. It shall have a soil layer no less than one-half inch (1/2") and no more than three-quarters of an inch (3/4") in thickness and shall have enough moisture to allow for proper rolling and handling. It is assumed that the sod shall be cut eighteen inches (18") wide and be rolled in six foot (6') length. Variation of this standard roll must be approved by the Golf Course Architect prior to delivery of the sod to the site.
- 12.5.3 The contractor will be responsible for all initial irrigation procedures associated with the establishment and rooting of the sod.
- 12.5.4 No sod shall be laid in place until the area to be sodded has been approved by the Golf Course Architect as being ready to receive sod.
- 12.5.5 Sod will be laid and staked as described above and may need to be rolled after soaking to smooth the surface.

12.6 ZOYSIAGRASS SOD

- 12.6.1 The Contractor is responsible for purchasing and install Zoysiagrass Sod from an approved sod farm by the Golf Course Architect.
- 12.6.2 All sod will be commercially grown within two hundred fifty (250) miles of the golf course. It shall be cut and delivered within twenty-four (24) hours. It shall be free from noxious weeds and grasses. It shall have a soil layer no less than one-half inch (1/2") and no more than three-quarters of an inch (3/4") in thickness and shall have enough moisture to allow for proper rolling and handling. It is assumed that the sod shall be cut eighteen inches (18") wide and be rolled in six foot (6') length. Variation of this standard roll must be approved by the Golf Course Architect prior to delivery of the sod to the site.
- 12.5.3 The contractor will be responsible for all initial irrigation procedures associated with the establishment and rooting of the sod.
- 12.5.4 No sod shall be laid in place until the area to be sodded has been approved by the Golf Course Architect as being ready to receive sod.

12.7 PROTECTION AND ESTABLISHMENT

- 12.7.1 After seeding or sodding the area shall be protected against traffic or other use by erecting barricades as needed, and by placing approved warning signs at appropriate intervals.
- 12.7.2 Immediately after all areas have been planted, the Contractor will water to saturation the planted areas. After this initial watering and approval of the golf hole by the Owner, it shall be the Owner's responsibility to maintain the planted areas.
- 12.7.3 Satisfactory establishment is when the sod has rooted down and has survived the winter conditions. Any areas that do not grow or green up in the spring shall be replaced by at the Contractor's expense.

12.8 BASIS OF PAYMENT:

- 12.8.1 FESCUE SOD shall be paid for at bid price per square yard and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.
- 12.8.2 ZOYSIAGRASS SOD shall be paid for at bid price per square yard and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.
- 12.8.3 NATIVE SEED & MAT shall be paid for at bid price per acre and such price shall include all labor, materials, and equipment necessary to furnish and install as indicated on the drawings and as specified.

END OF SECTION

Emporia Golf Course

Emporia, Kansas

Date: August 3, 2021

Revised: January 18, 2023

Architect's Opinion of Probable Costs - Tee Improvements

Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
A. Site Preparation					
1. Mobilization	1	ls	\$15,000.00	\$15,000	
Total Site Preparation					\$15,000
B. Earthwork					
1. Earthwork	4,000	cy	\$8.00	\$32,000	
2. Shaping	1	ls	\$27,000.00	\$27,000	
3. Finish Grading	2.4	ac	\$6,000.00	\$14,400	
Total Earthwork					\$73,400
C. Tee Construction					
1. Laser Levelled Topsoil	33,000	sf	\$1.00	\$33,000	
Total Tee Construction					\$33,000
D. Irrigation					
1. New Irrigation Heads - Complete	27	ea	\$1,500.00	\$40,500	
Total Irrigation					\$40,500
E. Grassing					
1. Tees - Zoysiagrass Sod	3,667	sy	\$8.00	\$29,336	
2. Roughs - Fescue Sod	8,000	sy	\$6.00	\$48,000	
Total Grassing					\$77,336
Sub-Total					\$239,236
F. Professional Fees					
1. Golf Course Architect Fees	1	ls	\$16,500.00	\$16,500	
2. Contingency	1	ls	\$15,000.00	\$15,000	
Total Professional Fees					\$31,500
Grand Total					\$270,736

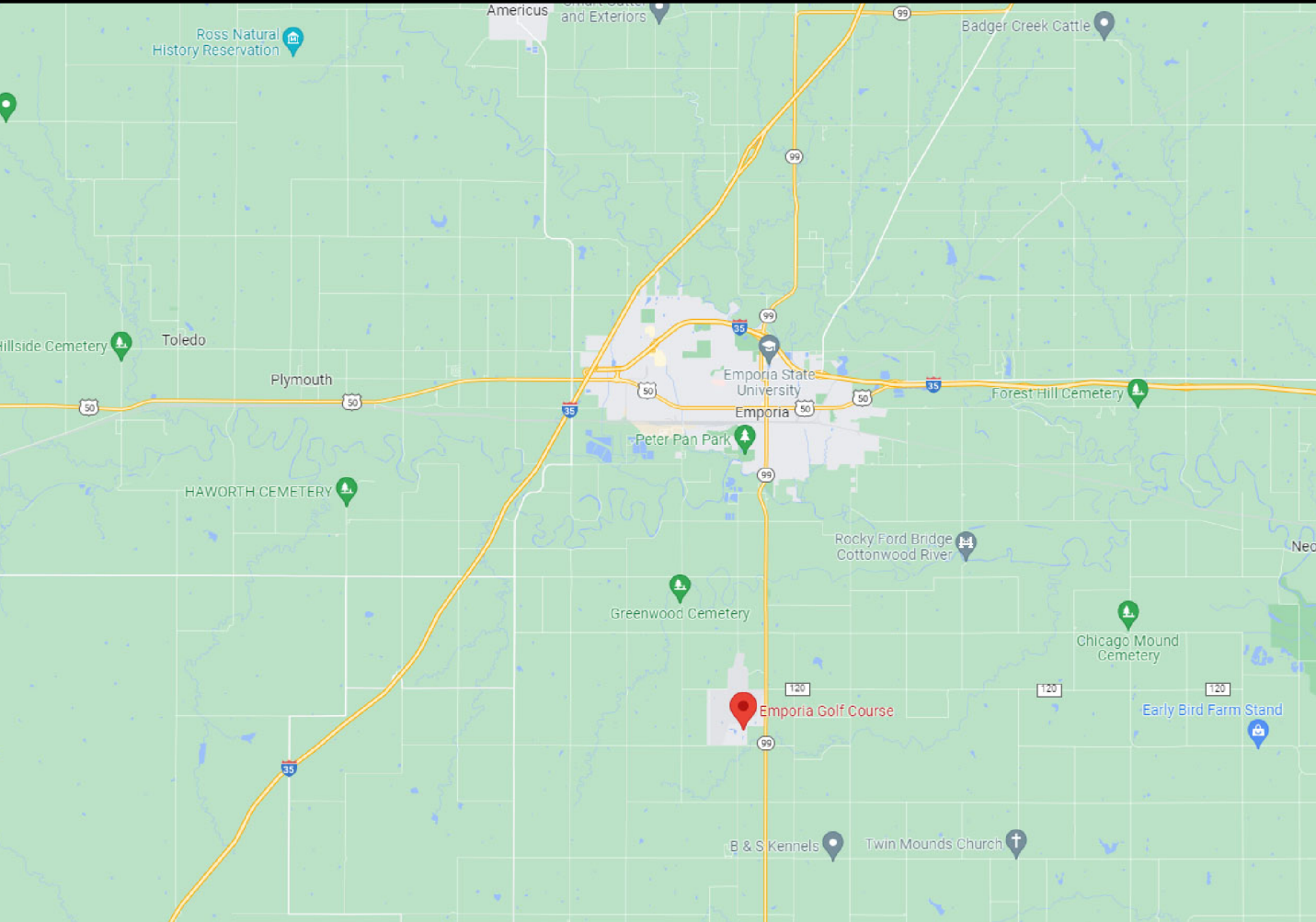


Alternates					
Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
Alternate #1 - Level Existing Tees & Sod With Zoysiagrass					
1. Strip Existing Bentgrass Tees	55,000	sf	\$0.25	\$13,750	
2. Laser Level Tees	55,000	sf	\$1.00	\$55,000	
3. Tees - Zoysiagrass Sod	6,111	sy	\$8.00	\$48,888	
4. Roughd - Fescue Sod	1,850	sy	\$6.00	\$11,100	
Total Alternate #1					\$128,738
Alternate #2 - Level Existing Practice Tees & Sod With Zoysiagrass					
1. Strip Existing Bentgrass Tees	8,000	sf	\$0.25	\$2,000	
2. Laser Level Tees	8,000	sf	\$1.00	\$8,000	
3. Tees - Zoysiagrass Sod	889	sy	\$8.00	\$7,112	
4. Roughd - Fescue Sod	225	sy	\$6.00	\$1,350	
Total Alternate #2					\$18,462

2023 GOLF COURSE IMPROVEMENTS

Tee Improvements

Emporia Golf Course
1133 S Highway 99
Emporia, KS 66801

INDEX OF DRAWINGS	GENERAL NOTES	VICINITY MAP	DESIGN TEAM
101 COVER SHEET 102 TEE IMPROVEMENTS HOLES #1 - 9 103 TEE IMPROVEMENTS HOLES #10 - 18	1. THE CONTRACTOR, PRIOR TO ANY EXCAVATION, SHALL HAVE ALL UTILITIES FIELD LOCATED BY THE APPROPRIATE UTILITY COMPANY. 2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL INCLUDE ADEQUATE SIGNS, BARRICADES AND MARKINGS TO IDENTIFY WORK AREAS FOR THE PROTECTION OF THE PUBLIC. 3. THE CONTRACTOR SHALL DISTURB NO MORE THAN ONE ACRE OF THE PROJECT AT ANY ONE TIME. AREAS OF LESS THAN ONE ACRE MAY BE DISTURBED, CONSTRUCTED AND GRASSED BEFORE MOVING TO THE NEXT DISTURBED AREA. 4. BORROW AREAS FOR FILL MATERIAL ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL ALLOW FOR AN AVERAGE OF 100 CUBIC YARDS OF MATERIAL TO BE HAULED TO EACH NEW TEE FROM THE IDENTIFIED BORROW AREAS.		OWNER/DEVELOPER: City of Emporia Emporia Golf Course 1133 S Highway 99 Emporia, KS 66801 Contact: Markus Erkel Email: merkel@emporiaks.gov Phone: 620.343.5610 GOLF COURSE ARCHITECT: Todd Clark, ASGCA CE Golf Design 14105 Noland Street Overland Park, Kansas 66221 Contact: Todd Clark Email: todd@cegolfdesign.com Phone: 913.233.9279
UTILITY NOTES			
 VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSERS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES: CALL 811 OR 1-800-344-7233, KANSAS.			



CE Golf Design
Golf Course Design & Landscape Architecture
14105 Noland Street
Overland Park, KS 66221
Phone: 913.233.9279
www.cegolfdesign.com



Todd J. Clark, ASGCA
Golf Course Architect

BID
DOCUMENTS

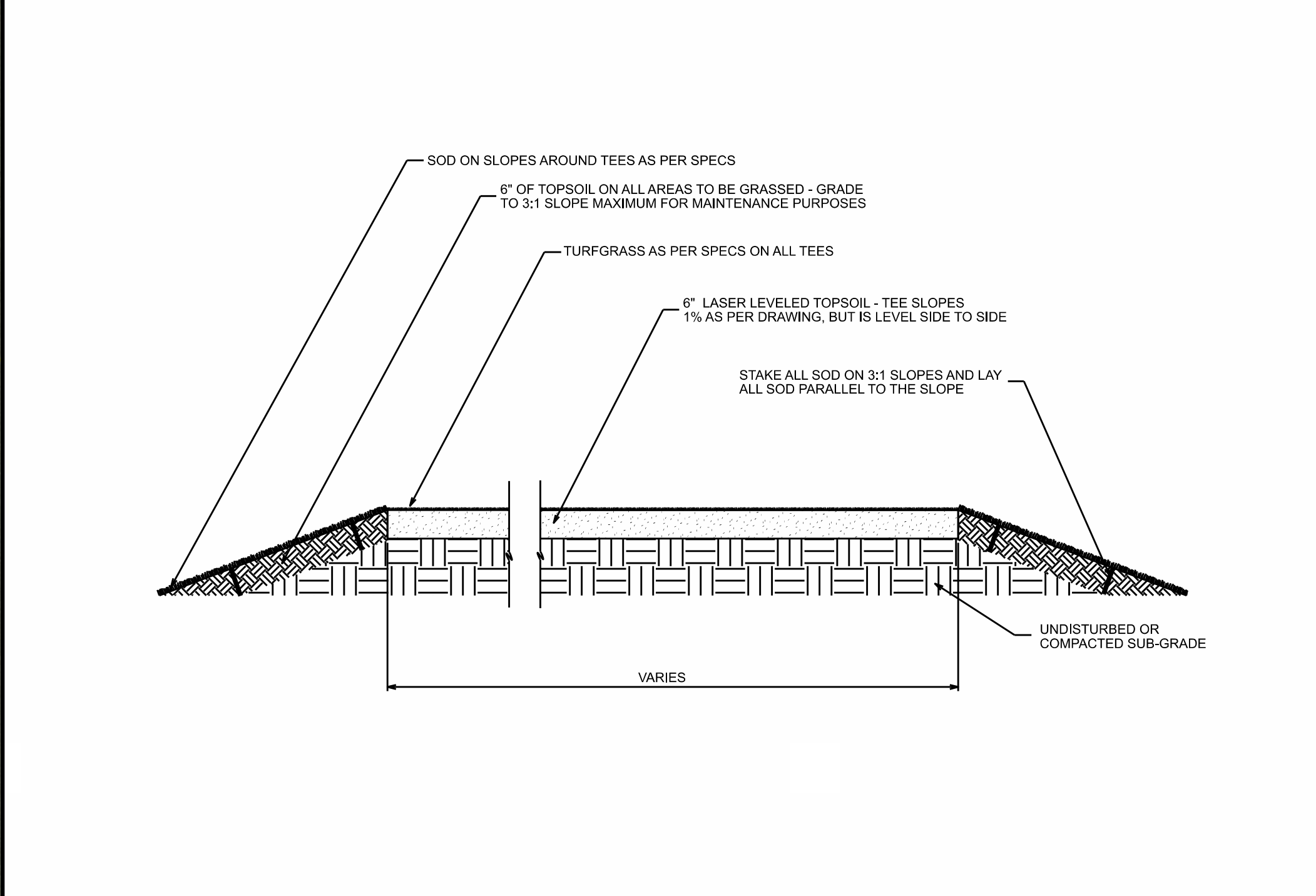
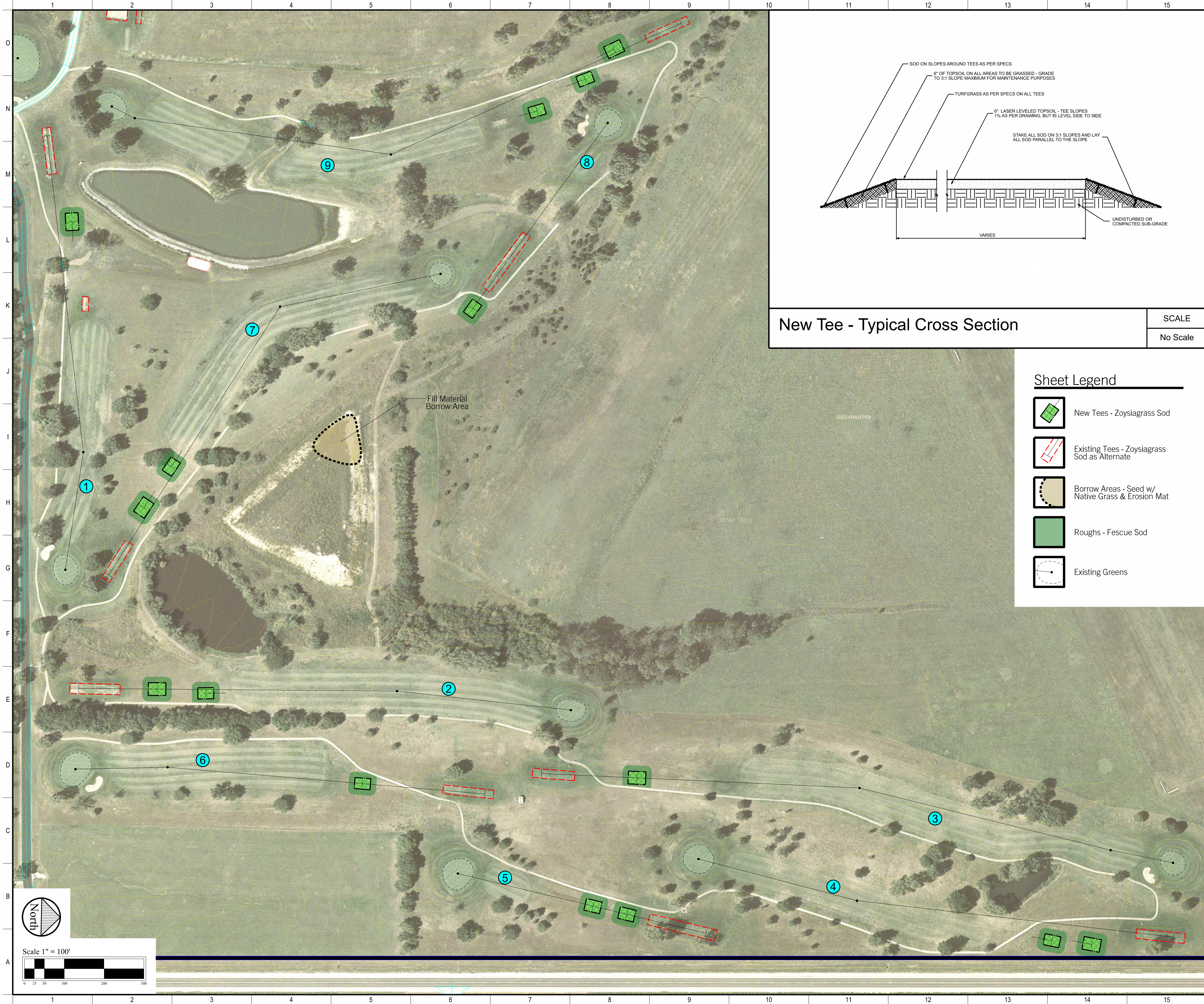
2023 GOLF COURSE IMPROVEMENTS
Tee Improvements
Emporia Golf Course
1133 S Highway 99
Emporia, KS 66801



JOB NO: 2011
DRAWN BY: BJH
CHECKED BY: TJC
DATE: 02.22.2023
REVISIONS:

COVER SHEET

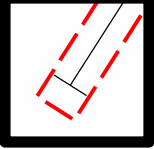
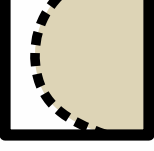
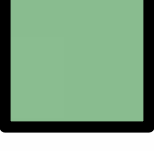
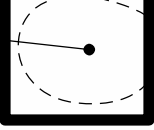
SHEET:
G100



New Tee - Typical Cross Section

SCALE
No Scale

Sheet Legend

-  New Tees - Zoysiagrass Sod
-  Existing Tees - Zoysiagrass Sod as Alternate
-  Borrow Areas - Seed w/ Native Grass & Erosion Mat
-  Roughs - Fescue Sod
-  Existing Greens



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Golf Course Architect

BID DOCUMENTS

2023 GOLF COURSE IMPROVEMENTS

Tee Improvements

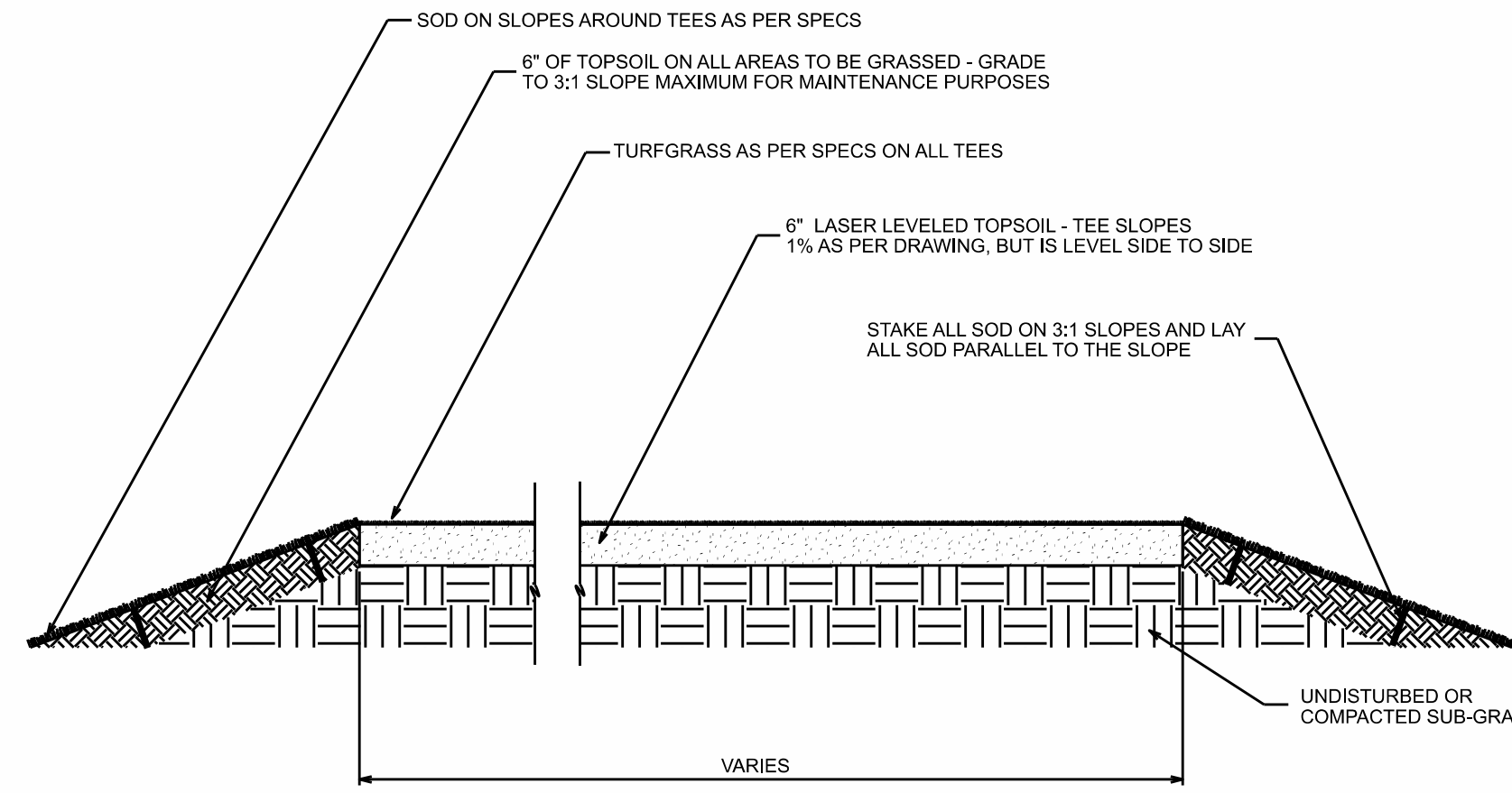
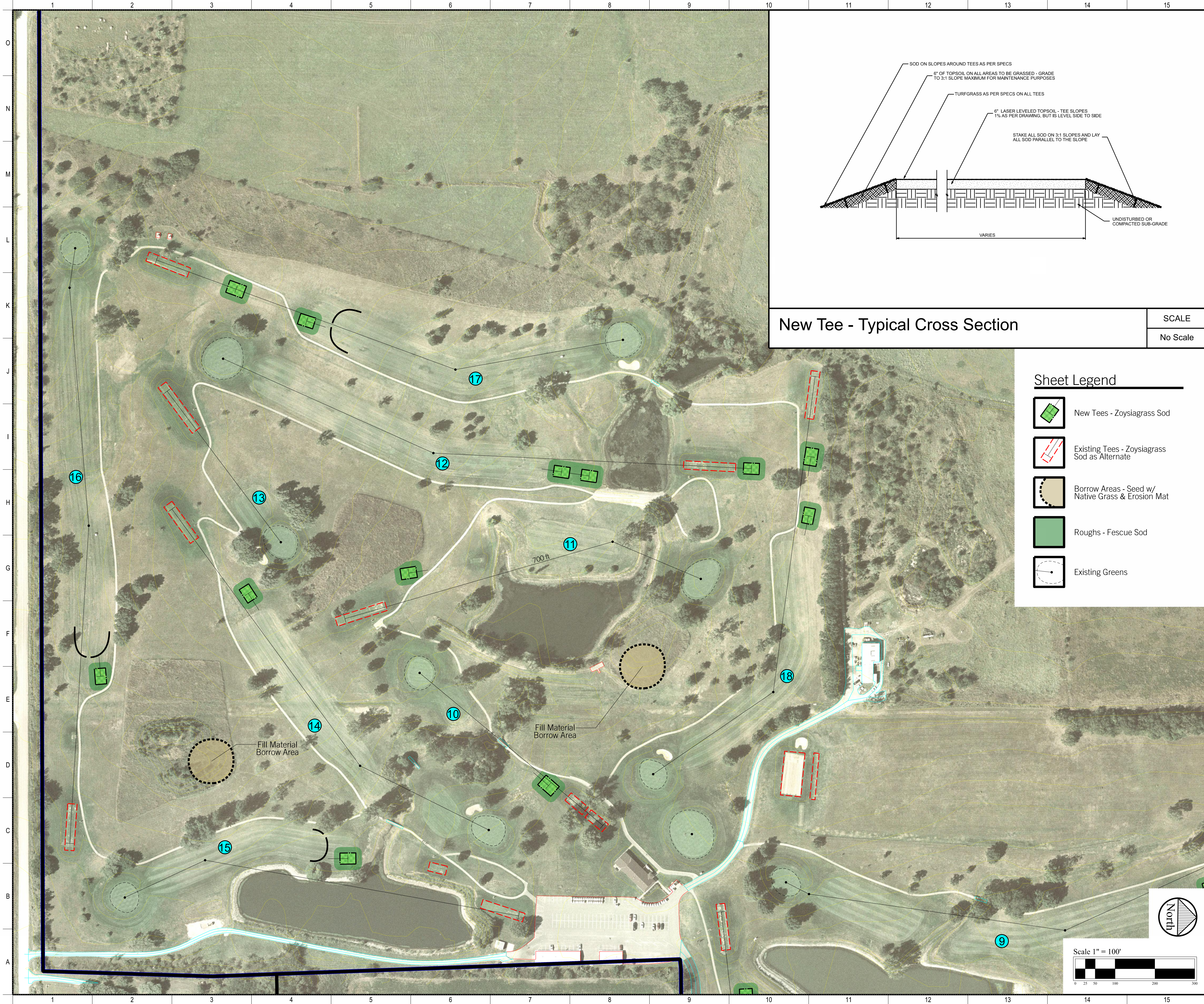
Emporia Golf Course
1133 S Highway 99
Emporia, KS 66801



JOB NO: 2011
DRAWN BY: BJH
CHECKED BY: TJC
DATE: 02.22.2023
REVISIONS:

TEE IMPROVEMENTS
HOLES #1 - 9

SHEET:
G101
2 OF 3



New Tee - Typical Cross Section

SCALE
No Scale

Sheet Legend

- New Tees - Zoysiagrass Sod
- Existing Tees - Zoysiagrass Sod as Alternate
- Borrow Areas - Seed w/ Native Grass & Erosion Mat
- Roughs - Fescue Sod
- Existing Greens



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2023 GOLF COURSE IMPROVEMENTS
Tee Improvements
Emporia Golf Course
1133 S Highway 99
Emporia, KS 66801



JOB NO: 2011
DRAWN BY: BJH
CHECKED BY: TJC
DATE: 02.22.2023
REVISIONS:

TEE
IMPROVEMENTS
HOLES #10 - 18

SHEET:
G102
3 OF 3

Emporia Golf Course

Emporia, Kansas

Date: February 22, 2023

Revised: March 3, 2023

Bid Form - Tee Improvements - Schedule of Unt Prices

Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
A. Site Preparation					
1. Mobilization	1	ls	\$30,000.00	\$30,000	
Total Site Preparation					\$30,000
B. Earthwork					
1. Earthwork	2,700	cy	\$20.00	\$54,000	
2. Shaping	1	ls	\$18,000.00	\$18,000	
3. Finish Grading	2.4	ac	\$2,500.00	\$6,000	
Total Earthwork					\$78,000
C. Tee Construction					
1. Laser Levelled Topsoil	32,400	sf	\$0.45	\$14,580	
Total Tee Construction					\$14,580
D. Irrigation					
1. New Irrigation Heads - Complete	23	ea	\$2,000.00	\$46,000	
Total Irrigation					\$46,000
E. Grassing					
1. Tees - Zoysiagrass Sod	3,600	sy	\$7.50	\$27,000	
2. Roughs - Fescue Sod	8,000	sy	\$5.75	\$46,000	
3. Native Seed & Mat	0.7	ac	\$12,500.00	\$8,750	
Total Grassing					\$81,750
Grand Total					\$250,330

Alternates



Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
Alternate #1 - Level Existing Tees & Sod With Zoysiagrass					
1. Mobilization	1	ls	\$30,000.00	\$30,000	
2. Strip Existing Bentgrass Tees	74,000	sf	\$0.40	\$29,600	
3. Laser Level Tees	52,000	sf	\$0.45	\$23,400	
4. Tees - Zoysiagrass Sod	5,778	sy	\$7.50	\$43,335	
5. Roughs - Fescue Sod	2,444	sy	\$5.75	\$14,053	
Total Alternate #1					\$140,388
Alternate #2 - Level Existing Practice Tees & Sod With Zoysiagrass					
1. Mobilization	1	ls	\$6,000.00	\$6,000	
2. Strip Existing Bentgrass Tees	8,000	sf	\$0.40	\$3,200	
3. Laser Level Tees	8,000	sf	\$0.45	\$3,600	
4. Tees - Zoysiagrass Sod	889	sy	\$7.50	\$6,668	
5. Roughs - Fescue Sod	225	sy	\$5.75	\$1,294	
Total Alternate #2					\$20,761
Alternate #3 - Wire Pulling					
1. Wire Pulling	10,000	lf	\$1.75	\$17,500	
Total Alternate #3					\$17,500

Emporia Golf Course

Emporia, Kansas

Date: March 9, 2023



Bid Form - Tee Improvements - Schedule of Unt Prices

Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
A. Site Preparation					
1. Mobilization	1	ls	\$25,000.00	\$25,000	
Total Site Preparation					\$25,000
B. Earthwork					
1. Earthwork	2,700	cy	\$9.00	\$24,300	
2. Shaping	1	ls	\$35,000.00	\$35,000	
3. Finish Grading	2.4	ac	\$6,500.00	\$15,600	
Total Earthwork					\$74,900
C. Tee Construction					
1. Laser Leveled Topsoil	32,400	sf	\$1.10	\$35,640	
Total Tee Construction					\$35,640
D. Irrigation					
1. New Irrigation Heads - Complete	23	ea	\$2,000.00	\$46,000	
Total Irrigation					\$46,000
E. Grassing					
1. Tees - Zoysiagrass Sod	3,600	sy	\$8.50	\$30,600	
2. Roughs - Fescue Sod	8,000	sy	\$6.00	\$48,000	
3. Native Seed & Mat	0.7	ac	\$13,000.00	\$9,100	
Total Grassing					\$87,700
Grand Total					\$269,240

Alternates					
Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
Alternate #1 - Level Existing Tees & Sod With Zoysiagrass					
1. Strip Existing Bentgrass Tees	74,000	sf	\$0.40	\$29,600	
2. Laser Level Tees	52,000	sf	\$1.10	\$57,200	
3. Tees - Zoysiagrass Sod	5,778	sy	\$8.50	\$49,113	
4. Roughs - Fescue Sod	2,444	sy	\$6.00	\$14,664	
Total Alternate #1					\$150,577
Alternate #2 - Level Existing Practice Tees & Sod With Zoysiagrass					
1. Strip Existing Bentgrass Tees	8,000	sf	\$0.40	\$3,200	
2. Laser Level Tees	8,000	sf	\$1.10	\$8,800	
3. Tees - Zoysiagrass Sod	889	sy	\$8.50	\$7,557	
4. Roughs - Fescue Sod	225	sy	\$6.00	\$1,350	
Total Alternate #2					\$20,907



Commission Report

Title: Mowing Orders and Procedure
Proposed Agenda Date: March 15, 2023
Presented By: Christina Montgomery, City Attorney

BACKGROUND:

K.S.A. 12-1617e provides authority for cities to abate all nuisances including grass and weeds. Emporia City Code Chapter 17 Article 2 sets out the procedure for abating nuisance weeds and grass in accordance with state law. City Code Sec. 17-11 states that it is unlawful for any owner, lessee, tenant, or other person occupying or having control of any premises to permit nuisance weeds to remain there. Such person or persons are responsible for the area between the property lines and the centerline of any adjacent street or alley. Weeds are defined to include weeds and grass over 12" in height.

DISCUSSION:

An overview of the enforcement process is as follows:

- **Complaint.** The enforcement process is complaint based. When a complaint is made, it is logged by staff, and the property is scheduled for inspection.
- **Inspection.** An inspection is conducted by the building and neighborhood development department. Vegetation height is measured, and photographs are taken.
- **Notice.** If the inspector determines that a violation exists, the City notifies the property owner or other responsible party in writing that the property is in violation. The inspector places a door hanger or staked notice on the property and sends notice by certified mail to the owner. The notice states that the owner or other responsible party must cut the weeds within 10 days of receipt of the letter or request a hearing.
- **Appeal Period.** If a hearing is requested, that hearing is conducted by the Director of Building and Neighborhood Development to determine whether the property was in violation on the date of inspection. If it is determined that the property was not in violation, the mowing order will be dismissed. Otherwise, the process continues.
- **Extensions.** If an individual makes a reasonable request for an extension of time during the appeal period, an extension may be granted.
- **Follow up Inspection.** A second inspection is conducted 10 days after the initial inspection. If the violation still exists, photographs are taken.

- **Mowing.** If the owner or occupier has not requested a hearing, received an extension, or regained Code compliance within 10 days, the city's mowing contractor will cut the weeds and remove debris. The mower will take before and after photographs.
- **Costs.** The City assesses the costs of removal to the property owner, including administrative costs.

Payment plans may be set up upon request. If the assessed costs are not paid or a payment plan made within 30 days, the costs are added to the property tax as a special assessment.

The notice given is a one-time yearly written notification. The City may proceed directly to mowing on a second or subsequent violation during a calendar year.

This process does not apply to land that is being used for agricultural purposes.

FINANCIAL CONSIDERATIONS:

Mowing fees consist of administrative costs, postage, and mower fees. The administrative fees have been flat since 2016. The mower fee is based on a base fee for typical city lots plus additional charges for greater than normal lots and excess debris removal. The mower base fee has been flat since 2008. The mower fee breakdown for 2022 is as follows:

	1st Mowing	2nd or Subsequent (per calendar year)
Admin Time		
Fire Marshal/Code Services	\$75	\$25
Paper & Ink	\$125	\$50
Photographs	\$25	\$25
Vehicle Gas	\$25	\$25
Total Admin Fees	\$100	\$100
Postage	\$350	\$225
Mower Base Fee	\$11.80	\$5.34
Total Assessed Cost (typical lot)	\$100/hour	\$100/hour
	\$463.92	\$331.95

OTHER CONSIDERATIONS:

As an alternate procedure, a citation may be issued through municipal court to be prosecuted as an unclassified misdemeanor offense with maximum penalties up to 30 days jail time, a \$500 fine, and restitution of abatement costs. No additional notice is required prior to issuance of a citation. We have not utilized this procedure during my time as City Attorney.