



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, JULY 19, 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. Please state your name and address prior to making comments.

NEW BUSINESS

1) Acquisition of Property at 1100 S. Highway 99.

Presented by: Trey Cocking, City Manager

Recommended Action: Approve Acquisition of Property at 1100 S. Highway 99.

2) Resolution No. 3700 Creating the Homelessness Advisory Board.

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Resolution No. 3700 Creating the Homelessness Advisory Board.

3) Award CCLIP Resurfacing FY2024 6th Ave/US-50 from Mechanic St to East City Limits, Project No. PV2301.

Presented by: Jim Ubert, City Engineer

Recommended Action: The staff recommends awarding the project to APAC-Kansas, Shears Division for the bid amount of \$752,869.69.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) June Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for July 5, 2023.

- 2) 2023 Street Rehabilitation Project Change Order No. 1

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. 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 45 minutes, inviting Ross Vogal, LBD, Inc., and Jeanine McKenna, President and CEO of Emporia Area Chamber of Commerce, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Discuss Sunset Lake Drainage Improvements.
- 2) Discuss Contract for SE Transmission Water Main Design.
- 3) Consider Abandoning the Stop Light at 6th Avenue & Constitution Street.
- 4) Discuss Increase of Transient Guest Tax Rate.

ADJOURNMENT



Commission Action Report

Acquisition of Property at 1100 S. Highway 99

Title: Acquisition of Property at 1100 S. Highway 99

Agenda Date: July 19, 2023

Presented By: Trey Cocking, City Manager

Background:

The City is interested in purchasing acreage from Richard and Colleen Miller adjacent to the Emporia Municipal Airport. This acreage will serve as a buffer for the airport and adjacent landowners and also the potential expansion for such features as an irrigation pond, cart sheds, and golf course maintenance facility.

Discussion:

Authorize the purchase of the 32-acre property from the Millers in the amount of \$130,000.00 to include half the closing cost.

Financial considerations:

The purchase of the property will come from the Special Projects Fund.

Recommended action:

Authorize the Acquisition of Property at 1100 S. Highway 99.

Attachments:

Buyer's Statement
Agreement
Map

BUYER'S STATEMENT

File No.: 23-375
Escrow Officer/Closer: Janice M. Miller
Settlement Date: June 28, 2023
Borrower: CITY OF EMPORIA
Seller: RICHARD D. MILLER and COLLEEN F. MILLER
Property: 1100 S HWY 99
EMPORIA, KS 66801

DEBITS

Sale Price of Property			130,000.00
Title - Closing Fee		to MOON TITLE & ESCROW, LLC	100.00
Title - Contract		to MOON TITLE & ESCROW, LLC	50.00
Recording Fees	Deed:\$38.00	to Lyon County Register of Deeds	38.00
Title - Owner's Title Insurance		to MOON TITLE & ESCROW, LLC	277.50
Gross Amount Due From Borrower		TOTAL DEBITS	\$ 130,465.50

CREDITS

County Taxes	01/01/23 to 06/29/23		166.23
Less Total Credits to Borrower		TOTAL CREDITS	\$ 166.23

BALANCE

From Borrower	\$ 130,299.27
----------------------	----------------------

APPROVED:

CITY OF EMPORIA

MOON TITLE & ESCROW, LLC

REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice)

1. EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY.

Sellers:

Richard D. Miller and Colleen F. Miller

Purchasers:

City of Emporia

Moon Title & Escrow, LLC (Escrow Company)

Earnest Money in the amount of \$0.00 DOLLARS

the property legally described as:

see Attached for legal description

COMMONLY KNOWN AS: 1100 S HWY 99

2. PURCHASE PRICE. The total sales price is to be \$ 130,000.00

After earnest money is herein credited, the remaining balance is to be paid by Purchaser at closing.

3. FINANCING. If this offer is contingent upon Purchaser obtaining a new loan, Purchaser agrees to immediately make application for and diligently endeavor to procure such loan without delay, and to sign the note and mortgage within five (5) days after they are ready.

4. TITLE: SELLER shall furnish BUYER marketable title, subject only to liens, encumbrances, exceptions or qualifications specified in this Agreement and those which shall be discharged by SELLER at or before closing. Within 15 days, SELLER shall furnish BUYER, or BUYER'S attorney, title insurance commitment with fee owner's title policy in the amount of the sale price.

5. INSPECTIONS. This offer is contingent upon the following inspections:

Inspections shall be completed within 0 days of acceptance of this offer.

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Seller or

Purchaser may in writing of the specific dissatisfaction and at which time parties may renegotiate or terminate this contract. If Purchaser fails to specifically approve or disapprove any inspections within the time specified, then Purchaser shall be deemed to have approved and accepted the property in its present condition and any real estate licensee having anything to do with this transaction does not have any further obligation to Purchaser as to such inspections or agreement.

6. PRORATIONS.

Taxes are to be paid as follows: The **2022** real estate taxes and all prior years will be paid by the Seller and **2023** shall be paid by Purchaser. Prorate **2023** property taxes to the day of closing. Other prorations:

PROVISIONS:

All mineral, hunting, water, gas rights to transfer to the Buyer at closing with no leases of any kind. All personal property to be included.

Closing fee, contract and Title Insurance will be paid by ½ Seller and ½ by buyer. The property is being sold in "AS IS" condition without warranty by Seller. Seller shall retain proceeds from the currently planted crops.

8. CLOSING/POSSESSION. Possession and closing shall be given to Purchaser on or before June 29, 2023 provided, however, delivery of possession is conditioned upon closing.

9. EARNEST MONEY/DEPOSITS: Escrow Company shall deposit and hold all earnest money and other deposits until sale is closed. If this offer is not accepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.

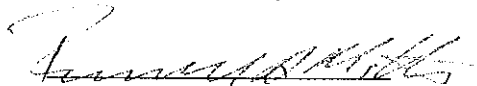
10. ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state
NONE

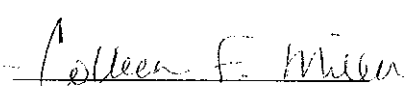
11. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this 22nd day of June, 2023

Both parties are aware that other party may intend to perform an IRC Section 1031 tax deferred exchange. Both parties request other party's cooperation in such an exchange and agree to hold each other harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Each party agrees to an assignment of this contract by the other party.

This contract form has been provided by Moon Title & Escrow, LLC. The parties have requested that Moon Title & Escrow, LLC fill in the blanks and type additional provisions as directed and agreed upon by the parties. Moon Title & Escrow, LLC does not warrant the form or provisions herein. It is recommended and Moon Title & Escrow, LLC has advised each of the parties to obtain separate legal counsel so that they will be informed of the law and advised as to the appropriateness of this contract and the terms contained herein for their individual situation. All parties to the agreement acknowledge that neither Moon Title & Escrow, LLC nor its officer or employees have given any legal advice to the parties. Each of the parties to this agreement release and hold Moon Title & Escrow, LLC harmless from any damage that may result from supplying the form and completing the form.


Seller


Seller

Purchaser

Purchaser

THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY:

"Exhibit A"

THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE NORTH TO THE NORTHWEST CORNER OF THE SW1/4, THENCE EAST TO THE NORTHEAST CORNER OF THE SW1/4, THENCE SOUTH 980.5 FEET, THENCE WEST 1982.5 FEET, THENCE SOUTH TO THE SOUTH LINE OF SECTION 10, THENCE WEST TO BEGINNING, SAID EXCEPTION CONTAINING 84 ACRES, MORE OR LESS;

AND EXCEPT BEGINNING ON THE SOUTH LINE OF SAID QUARTER AT A POINT 1980.17 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER, THENCE NORTH 0°26'10" EAST ALONG THE EXISTING FENCE 587.98 FEET, THENCE EAST 555 FEET, THENCE SOUTH 587.98 FEET, THENCE WEST 555 FEET TO POINT OF BEGINNING;

AND ALSO EXCEPT A TRACT OF LAND BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, THE EAST LINE OF SAID QUARTER SECTION HAVING AN ASSUMED BEARING OF NORTH 01°16' WEST, THENCE SOUTH 88°47' WEST 154.5 FEET, THENCE NORTH 01°13' WEST 20.0 FEET, THENCE NORTH 75°58' WEST 61.5 FEET, THENCE NORTH 01°13' WEST 200.0 FEET, THENCE NORTH 03°17' WEST 300.2 FEET, THENCE NORTH 01°13' WEST 400.0 FEET, THENCE NORTH 01°59' EAST TO A POINT 980.5 FEET SOUTH OF THE NORTH LINE, AND 63.1 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE EAST 63.1 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE EAST 63.1 FEET TO SAID EAST LINE, THENCE SOUTH ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, CONTAINING 2.17 ACRES MORE OR LESS, EXCLUSIVE OF THE EXISTING HIGHWAY;

AND EXCEPT A TRACT OF LAND LOCATED IN THE SW1/4 OF SAID SECTION 10, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4; THENCE ON AN ASSUMED BEARING OF NORTH 01°16' WEST ON THE EAST LINE OF SAID SW1/4 FOR A DISTANCE OF 659.55 FEET; THENCE SOUTH 88°29'56" WEST FOR A DISTANCE OF 103.91 FEET TO THE WEST RIGHT OF WAY LINE OF K-99 HIGHWAY AND THE POINT OF BEGINNING; THENCE NORTH 01°13' WEST ON SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 274.64 FEET; THENCE NORTH 01°59' EAST ON SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 655.99 FEET; THENCE SOUTH 86°17'25" WEST FOR A DISTANCE OF 576.35 FEET; THENCE NORTH 44°25'25" WEST FOR A DISTANCE OF 30.44 FEET; THENCE SOUTH 88°08'38" WEST FOR A DISTANCE OF 369.32 FEET; THENCE SOUTH 05°07'03" EAST FOR A DISTANCE OF 929.06 FEET; THENCE NORTH 88°29'56" EAST FOR A DISTANCE OF 866.13 FEET TO THE POINT OF BEGINNING.

AND EXCEPT

A TRACT BEGINNING AT THE SE CORNER OF THE SW1/4 OF SAID SECTION; THENCE S.89°50'17" W. (GEOID03) ON THE SOUTH LINE OF SAID SW1/4 FOR A DISTANCE OF 1425.17 FEET TO THE SE CORNER OF A PREVIOUSLY SURVEYED AND DESCRIBED TRACT RECORDED IN BOOK 390 AT PAGE 559; THENCE N.00°05'44" W. ON THE EAST LINE OF SAID PREVIOUSLY SURVEYED TRACT FOR A DISTANCE OF 385.00 FEET; THENCE N.89°50'17" E. PARALLEL WITH THE SOUTH LINE OF SAID SW1/4 FOR A DISTANCE OF 460.00 FEET; THENCE N.00°09'39" E. FOR A DISTANCE OF 90.00 FEET; THENCE S.87°30'00" E. FOR A DISTANCE OF 265.00 FEET; THENCE S.77°40'00" E. FOR A DISTANCE OF 200.00 FEET; THENCE S.87°57'56" E. FOR A DISTANCE OF 506.87 FEET TO THE EAST LINE OF SAID SW1/4; THENCE S.00°09'39" W. ON SAID EAST LINE FOR A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. EXCLUSIVE OF RIGHT OF WAY FOR K-99 HIGHWAY AND INCLUSIVE OF THE COUNTY ROAD RIGHT OF WAY EASEMENT ON THE SOUTH SIDE THEREOF.



MILLER,
RICHARD D &
COLLEEN F



DATA NOT SURVEY ACCURATE



MILLER PROPERTY

Date: 7/11/2023



Commission Action Report

Resolution No. 3700 Creating the Homelessness Advisory Board

Title: Resolution No. 3700 Creating the Homelessness Advisory Board

Agenda Date: July 19, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The Taskforce on Homelessness has completed the tasks assigned to them. In their final recommendations, the Taskforce requested that the City Commission consider establishing a permanent board to continue the work started by the Taskforce.

Discussion:

If approved, Resolution No. 3700 will establish a nine-person advisory board to advise the City Commission on matters related to homelessness. The board will meet monthly, submit annual reports to the City Commission, and remain in effect for a period of three years.

Financial considerations:

No City funding is required for the establishment of the Board.

Recommended action:

Approve Resolution No. 3700 Creating the Homelessness Advisory Board.

Attachments:

Resolution No. 3700

RESOLUTION NO. 3700

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS CREATING THE HOMELESSNESS ADVISORY BOARD

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

WHEREAS, the Governing Body is committed to addressing this issue in a compassionate and effective manner and previously instituted a Taskforce on Homelessness dedicated to addressing homelessness will help to coordinate and improve the City's response to this issue which has now concluded; and

WHEREAS, the Governing Body desires to expand upon the work of the Taskforce on Homelessness by establishing the Homelessness Advisory Board.

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

SECTION 1. The Homelessness Advisory Board (hereinafter referred to as "the Board") is hereby established as an advisory body to the City Commission for a period of three (3) years.

The purpose of the Board is to provide advice, recommendations, and expertise to the City Commission on matters related to homelessness, including but not limited to policy development, program evaluation, community outreach, and resource allocation.

The Board shall operate in accordance with the provisions outlined in this ordinance and any applicable local, state, and federal laws.

SECTION 2. Composition and Term.

Composition. The Board shall consist of nine (9) members appointed by the City Commission. The members shall serve voluntarily and without compensation. The members of the Board shall collectively represent a diverse range of backgrounds, experiences, and perspectives relevant to addressing homelessness, including but not limited to individuals with expertise in social services, housing, mental health, law enforcement, community organizing, and advocacy for marginalized populations.

(b) Term. The members shall be appointed for terms of three (3) years each.

(c) Vacancy. In the event of a vacancy on the Board, the City Commission shall appoint a replacement to serve the remainder of the unexpired term.

SECTION 3. Responsibilities and Powers.

(a) The Board shall advise the City Commission on matters related to homelessness, including: reviewing and recommending policies, programs, and initiatives aimed at preventing and addressing homelessness; evaluating the effectiveness of existing homeless assistance programs and making recommendations for improvement; identifying gaps in services and resources for homeless individuals and families and proposing strategies to address them, promoting public awareness, education, and engagement on homelessness issues; and collaborating with relevant stakeholders, including government agencies, nonprofit organizations, and community groups, to enhance coordination and collaboration in addressing homelessness.

(b) The Board shall provide an annual report to the City Commission summarizing its activities, recommendations, and outcomes.

SECTION 4. Meetings and Procedures.

(a) The Board shall meet regularly, at least once every month, and may hold additional meetings as needed. The meetings shall be open to the public, except for when discussing sensitive or confidential matters as permitted by law.

(b) The Board may adopt bylaws to govern its internal procedures.

(c) A majority of the currently appointed members shall constitute a quorum for the transaction of business. The Board's decisions shall be made by a majority vote of the members present at a meeting.

SECTION 5. Staff Support.

The City Manager shall designate a city staff member to serve as liaison to the Board. The designated staff member shall assist the Board in scheduling meetings, preparing agendas, maintaining records, and facilitating communication between the Board and the City Commission.

SECTION 7. This Ordinance shall take effect upon publication in the official city newspaper.

PASSED AND APPROVED this 19th day of July 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Award CCLIP Resurfacing FY2024 6th Ave/US-50
from Mechanic St to East City Limits

Title: Award CCLIP Resurfacing FY2024 6th Ave/US-50 from Mechanic St to East City Limits, Project No. PV2301

Agenda Date: July 19th, 2023

Presented By: James Uberty, City Engineer

Background:

KDOT approved funding of the City's CCLIP SP project for KDOT FY2024. KDOT participates up to \$300,000.00 for construction improvements.

Discussion:

The City of Emporia Engineer's Office publicly opened bids at 2:00 pm on July 11th, 2023 for the CCLIP FY2024 Resurfacing 6th Ave/US-50 HWY from Mechanic Street to East City Limits, Project No. PV2301. The Engineering Office received a total of two (2) bids for this project. The received bids and Engineer's Estimate are as follows:

Contractor	Total Bid
APAC-Kansas, Shear's Division	\$752,869.69
Killough Construction	\$894,306.19
Engineer's Estimate	\$747,592.95

Financial considerations:

KDOT is funding \$300,000.00 of this CCLIP project with the remaining funds being provided by the multi-year fund.

Recommended action:

The staff recommends awarding the project to APAC-Kansas, Shears Division for the bid amount of \$752,869.69.

Attachments:

Bid tabulation is attached.

CITY OF EMPORIA, KS BID TABULATION FOR CONSTRUCTION OF CCLIP RESURFACING US-50 HIGHWAY (FROM MECHANIC STREET TO EAST CITY LIMITS) PROJECT NO. PV2301 KDOT PROJECT NO. 50-056 U-2416-01 (FISCAL YEAR 2024)								
Bids Opened: 2:00pm on 7/11/2023								
			APAC-Kansas, Shears Division		Killough Construction Inc		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$44,394.65	\$44,394.65	\$113,200.00	\$113,200.00	\$53,000.00	\$53,000.00
36,141	S.Y.	Milling & Grinding (1.5" Avg. Depth)	\$3.48	\$125,770.68	\$3.53	\$127,577.73	\$3.45	\$124,686.45
3,271	TONS	HMA (Commercial Grade) (Class A) (1.5 Avg. Depth)	\$109.15	\$357,029.65	\$106.26	\$347,576.46	\$110.00	\$359,810.00
237	S.Y.	Road Patching (10" HMA Comm. Grade Class A) (Remove & Replace)	\$227.48	\$53,912.76	\$380.00	\$90,060.00	\$137.00	\$32,469.00
157	S.Y.	Concrete Pavement (6" Reinforced) (AE) (Remove & Replace)	\$140.00	\$21,980.00	\$113.00	\$17,741.00	\$160.00	\$25,120.00
549	L.F.	Curb and Gutter (2' - 6" Combined) (AE) (Remove & Replace)	\$100.04	\$54,921.96	\$142.00	\$77,958.00	\$75.00	\$41,175.00
6	Ea.	Utility Adjustment (Concrete) (Manhole) (Sewer)	\$1,388.89	\$8,333.34	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00
1	Ea.	Utility Adjustment (Concrete) (Valve Box) (Water)	\$666.67	\$666.67	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
3	Ea.	Utility Adjustment (Valve Box Riser) (Valve Box) (Water)	\$665.33	\$1,995.99	\$300.00	\$900.00	\$575.00	\$1,725.00
200	L.F.	Pavement Marking (Thermoplastic) (White) (4")	\$4.44	\$888.00	\$0.65	\$130.00	\$2.50	\$500.00
6,661	L.F.	Pavement Marking (Thermoplastic) (White) (6")	\$2.22	\$14,787.42	\$0.90	\$5,994.90	\$3.00	\$19,983.00
5,155	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4") (Double)	\$2.22	\$11,444.10	\$1.30	\$6,701.50	\$2.50	\$12,887.50
296	L.F.	Pavement Marking (Intersection Grade) (White) (24")	\$22.22	\$6,577.12	\$17.00	\$5,032.00	\$24.00	\$7,104.00
2	Ea.	Pavement Marking (Intersection Grade) (White) (Right Turn Arrow)	\$333.34	\$666.68	\$225.00	\$450.00	\$400.00	\$800.00
3	Ea.	Pavement Marking (Intersection Grade) (White) (Left Turn Arrow)	\$333.33	\$999.99	\$225.00	\$675.00	\$400.00	\$1,200.00
1	Ea.	Pavement Marking (Intersection Grade) (White) (ONLY Symbol)	\$555.56	\$555.56	\$425.00	\$425.00	\$600.00	\$600.00
2	Ea.	Pavement Marking (Intersection Grade) (White) (Railroad Crossing)	\$1,111.12	\$2,222.24	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
890	L.F.	Pavement Marking (Multi-Component) (White) (6")	\$2.22	\$1,975.80	\$1.00	\$890.00	\$5.00	\$4,450.00
570	L.F.	Pavement Marking (Multi-Component) (White) (8")	\$3.33	\$1,898.10	\$2.00	\$1,140.00	\$6.00	\$3,420.00
2,072	L.F.	Pavement Marking (Multi-Component) (Yellow) (4") (Double)	\$2.78	\$5,760.16	\$1.80	\$3,729.60	\$4.00	\$8,288.00
3,500	L.F.	Pavement Marking Removal	\$1.39	\$4,865.00	\$0.80	\$2,800.00	\$1.50	\$5,250.00
1	L.S.	Traffic Control	\$29,941.04	\$29,941.04	\$65,000.00	\$65,000.00	\$26,000.00	\$26,000.00
1	HR.	Flagger (Set Price)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1	L.S.	Maintenance Bond	\$1,257.78	\$1,257.78	\$6,800.00	\$6,800.00	\$1,500.00	\$1,500.00
TOTAL AMOUNT OF BASE BID:			\$752,869.69		\$894,306.19		\$747,592.95	



Commission Action Report

Financials & Permits

Title: Financials & Permits

Agenda Date: July 19, 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 June 2023 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2022	2023	
	\$ 568,506.49	\$ 508,563.60	Decrease of \$59,942.89 for the month, and
			Overall increase of 6.80% from year 2022.
YTD	\$2,981,742.56	\$3,184,478.60	

City Share from County Tax

	2022	2023	
	\$ 285,108.25	\$ 263,461.79	Decrease of \$21,646.46 for the month, and
			Overall increase of 10.54% from year 2022.
YTD	\$1,514,918.17	\$1,674,600.26	

Building Permits issued from 6/1/2023 to 6/30/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	70
Total of valuations associated with those building permits:	\$ 2,044,952.00
Total number of dollars collected for Building Permit Fees:	\$ 12,696.76
Construct – Single-family dwellings	1
Demo – Single-family dwellings	0

Flint Hills Mall CID for June 2023	\$ 20,288.93
YTD	\$116,985.20

Pavilions CID for June 2023	\$ 9,584.43
CID #2	\$ 9,579.63
YTD	\$ 70,720.31



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

The **General Fund** Income Statement for the six-month period ended June 30, 2023, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$84,049 higher than YTD budget

Sales Tax: \$362,679 higher than YTD Budget

City Sales Tax: \$218,078 higher

County Wide Tax: \$144,600 higher

Franchise tax: \$139,532 higher than YTD Budget

Electric - \$48,654 lower

Gas - \$178,291 higher

Cablevision - \$13,343 higher

Use of Property and Money: \$153,043 higher than YTD Budget

Interest \$138,040 higher

Nonoperating Revenues: \$2,124,591 higher than YTD budget due to moving ARPA funds to general fund for revenue losses.

Expense

Capital Outlay: \$195,852 under YTD budget due to not purchasing items yet.

Transfer to Project accounts: \$2,047,100 over YTD budget due to moving reserves to future projects fund.

Total revenues for the six-month period ended June 30, 2023, were \$2,936,007 over the YTD budget while expenses were \$1,618,787 over the YTD Budget. Therefore, the General Fund experienced operating results of \$1,317,220 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the six-month period ended June 30, 2023. The significant budget variations have been explained below.

Revenue

Sale of Water: \$321,452 over YTD budget.

Expense

Maintenance & Repair: \$413,048 over YTD budget

Equipment - \$157,504 higher

Main to Meter - \$105,525 higher

Water Main - \$153,919 higher

Streets - \$57,312 higher

Pumping equipment - \$49,845 lower

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

Total revenues for the six-month period ended June 30, 2023, were \$382,923 over the YTD budget while expenses were \$156,027 lower the YTD Budget. Therefore, the Water Fund experienced operating results of \$538,950 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the six-month period ended June 30, 2023. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$109,596 higher than YTD budget

Grant money: \$1,142,947

Received \$1,142,947 for S Arundel Sewer main FEMA project

Non Operating revenue: \$559,267

CDBG money for Lift Station #2

Expenses

Maintenance & Repair: \$241,365 higher than YTD Budget

Equipment - \$97,943 higher

Sewer Mains - \$138,462 higher

Buildings & Structures - \$13,526 higher

Capital Outlay: \$324,559 lower than YTD budget due to not purchasing items yet.

Total revenues for the six-month period ended June 30, 2023, were \$1,854,580 higher the YTD budget while expenses were \$1,677,756 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$176,824 more favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the six-month period ended June 30, 2023. The significant budget variations have been explained below.

Revenue

Collection fees: \$19,185 higher than YTD budget

Interest on Investments: \$59,663 higher than YTD budget

Rolloff: \$54,320 higher than YTD budget

Landfill fees: \$70,339 higher than YTD budget

Expenses

Capital Outlay \$681,030 lower than YTD budget due to items not purchased yet.

Total revenues for the six-month period ended June 30, 2023, were \$154,514 higher than YTD budget while expenses were \$578,463 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$732,977 more favorable than the YTD Budget.

GENERAL FUND

as of June 30, 2023

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - June Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,535,363	4,519,095	4,515,233	5,932,373	5,932,373
REVENUE					
Ad Valorem Property Tax	5,112,898	5,636,204	5,530,000	5,445,951	84,049
Sales Tax	9,382,028	8,992,800	4,496,400	4,859,079	(362,679)
Franchise Tax	3,041,958	2,814,536	1,407,264	1,546,796	(139,532)
Other Taxes	615,651	731,188	297,500	339,739	(42,239)
Intergovernmental Taxes	313,974	333,006	141,498	145,285	(3,787)
Licenses & Permits	385,058	267,950	119,334	151,851	(32,517)
Charges for Services	2,123,416	2,105,903	1,100,512	1,162,833	(62,321)
Fines & Fees	434,395	542,300	270,672	226,033	44,639
Use of Property and Money	207,861	161,996	75,894	228,937	(153,043)
Reimbursements	145,156	155,756	77,838	145,748	(67,910)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	1,295,940	1,372,030	(76,090)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	190	200	96	80	16
Nonoperating Revenues	51,743	0		2,124,591	(2,124,591)
TOTAL RECEIPTS	24,586,800	24,333,777	14,812,948	17,748,955	(2,936,007)
EXPENDITURES					
Personnel Services	13,406,660	14,681,310	7,340,605	7,274,756	65,849
Vacancy Rate		(280,252)	0		0
Maintenance & Repair	704,466	1,022,467	507,066	503,999	3,067
Commodities	1,563,093	1,762,750	880,670	801,621	79,049
Other Charges	355,642	846,818	366,432	289,368	77,064
Capital Outlay	172,847	319,106	319,106	123,254	195,852
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	462,498	462,500	(2)
Transfer to Multi Year Fund	3,114,307	3,060,000	1,530,000	1,674,600	(144,600)
Transfer to Project accounts	612,833	40,000	0	2,047,100	(2,047,100)
Transfer to Equipment Reserve	260,000	264,500	304,500	304,500	0
Utilities	522,093	554,250	277,044	260,498	16,546
Communications	104,507	129,500	64,620	58,567	6,053
Training and Travel	201,605	214,750	107,328	85,703	21,625
Jail Expenses	67,520	80,000	39,996	31,000	8,996
Other Contractual	932,311	1,038,950	523,864	425,049	98,815
Excess Carryover		3,165,514	0		0
Outstanding PO's	41,450				
TOTAL EXPENDITURES	22,984,335	27,824,663	12,723,729	14,342,516	(1,618,787)
Revenue less expenses	1,602,465	(3,490,886)	2,089,219	3,406,439	(1,317,220)
Cash Basis Adjustments/Non-appropriated Balance	(205,455)	0	0	(118,626)	
Ending Cash Balance	5,932,373	1,028,209	6,604,452	9,220,185	
Base for Reserve calculation	17,899,348	23,216,057	10,107,625	9,730,561	
15% Reserve	2,684,902	3,482,409	1,516,144	1,459,584	
Amount over 15% Reserve	3,247,470	(2,454,200)	5,088,308	7,760,601	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
Police	\$25,000	not purchasing	License Plate Reader (LPR)
Police	\$38,000		3 Mobile data terminals & 3 Video Cameras
Police	\$22,000		10 Body Cameras
Police	\$14,000	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	\$9,400	72" zero turn (2000)

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, July 5, 2023, with Mayor Brinkman presiding and Commissioners Giefer, Harter Sauder and Smith present. Also present were City Manager Cocking, Assistant City Manager Detter, 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
(Board Appointment)**

Natural Resources Advisory Board:

It was moved by Commissioner Smith seconded by Commissioner Giefer that Keith Senn be appointed to the Natural Resources Advisory Board for a term that expires December 31, 2026. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

**PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting 6-20-23)
(Application No. 2023-05 – Kretsinger Final Plat)
(Kretsinger Subdivision)**

The Planning Commission met in a regular session on Tuesday, June 20, 2023, with Chair Thomas presiding. Members Duncan, Weaver, Barnes, Ogle, Rogers, and Bucklinger were present.

City staff: Justin Givens was present.
Chair Thomas called the meeting to order.

- 1. Considered the minutes of the May 16 and May 23, 2023 Planning Commission Meetings. Commissioner Barnes made a motion to approve the**

minutes. **Commissioner Bucklinger** seconded. **May 16, 2023 Minutes Approved 6-0-1 (Thomas abstained) May 23, 2023 Minutes Approved 7-0.**

2. Consider Application PC 2023-05 Kretsigner Final Plat

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

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

Givens provided the staff report:

Application #: PC 2023-05

Applicants: Emporia Chamber of Commerce

Owners: Emporia Chamber of Commerce

Requested Action: Approval of a Final Plat

Purpose: Applicants desire to plat a 16.65-acre tract of land consisting of 55 lots.

Address: South Exchange St. & Sodens Rd.

Legal description:

TRACT OF LAND IN THE NE1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A STONE THAT IS S89°53'02"W, 1022.43 FEET AND S0°16'06"E, 689.37 FEET FROM THE NORTHEAST CORNER OF SAID NE1/4 AND DESCRIBED ON PAGE 491 IN BOOK 129 OF MISCELLANEOUS RECORDS AT THE LYON COUNTY REGISTER OF DEEDS OFFICE AS BEING 689 FEET SOUTH OF A POINT 1023 FEET WEST OF THE NORTHEAST CORNER OF SECTION 22; THENCE N89°53'02"E, 501.60 FEET; THENCE S0°20'48"E, 15.50 FEET; THENCE N89°53'02"E, 521.77 FEET TO THE EAST LINE OF THE AFOREMENTIONED NE1/4; THENCE S0°20'48"E, 697.92 FEET ALONG THE EAST LINE OF THE SAID NE1/4; THENCE S89°53'02"W, 1028.37 FEET; THENCE N0°20'48"W, 713.42 FEET; THENCE N89°53'02"E, 5.00 FEET TO THE POINT OF BEGINNING, LYON COUNTY, KANSAS.

Area Size: 16.65 Acres

Existing Zoning: R-1 Single Family Residential with a Housing Opportunity Overlay District

Surrounding Zoning:

North- Agricultural District / Low Density Residential Districts

East- Agricultural District

South- Public Use District / Agricultural District

West – Public Use District

Surrounding Actual Uses:

North – Low Density Single Family Homes and Abutting Properties

East – Flood Plain / Agricultural Land

South – David Taylor Zoo / Cultivated Farm Land / Wastewater Treatment Facility

West – Public Use Lyon County Historical Society Vacant Land

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

Analysis:

The applicants have requested to plat a 16.65-acre tract of land into 55 single-family residential lots. The property was rezoned to R-1 from Agricultural and a Housing Opportunity Overlay District was approved for the property. The preliminary plat was approved at the February 15, 2022 meeting. Since that meeting, several changes have been made to the preliminary plat.

The most significant change was the deletion of the reserve area that encompassed the floodplain on eastern and northern lots. The City advised it was not receptive to the property being dedicated as a new park after approval of the preliminary plat. Since there will be no homeowners association to maintain the reserve area, the most prudent path forward was to include these areas into the adjoining lots, and create a drainage easement. The drainage easement will restrict building within the floodplain, but the individual property owners will own the areas.

The designers of the subdivision were also able to add two additional lots through a slight reconfiguration.

1. **Plat Name:** The preliminary plat is proposed to be named Kretsigner Addition, which meets requirements.
2. **Legal Description:** The legal description shown on the preliminary plat meets requirements.
3. **Lots:** The final plat proposes a total of 55 lots, which are labeled appropriately. The subject property is proposed to be developed in accordance with R-1 Residential and Housing Opportunity Overlay zoning bulk and lot size regulations, as listed below:
 - Minimum Lot Area: 5,800 sq. ft.
 - o Proposed: Each of the lots exceeds the minimum lot area.
 - Minimum Lot Width: 50 ft.
 - o Proposed: Each of the lots exceeds the minimum lot width.
 - Minimum Lot Depth: 90 ft.

- o Proposed: Each of the lots exceeds the minimum lot depth.
- Gross Development Allowance:
 - o HO-O: 596,648* ft. sq./5800 ft. sq. = 102 lots
 - o R-1: 596,648* ft. sq./9000 ft. sq. minimum lot size = 66 lots
 - o Proposed: 55 lots
 - o *square footage excludes area dedicated for right-of-way.
- 4. **Blocks:** One block appropriately shown on the face of the plat shall be included prior to submitting to the City Commission for approval.
- 5. **Streets and Access:** The development is adjacent to S. Exchange St. to the east. Two road entrances and one alley entrance is proposed from S. Exchange St. which is acceptable.
 - Access Control has been provided along S. Exchange St.
 - Access Control has been provided along the interior loop for those lots served by the alley.
- 6. **Building Setbacks:**
 - A 30 ft. front yard building setback has been provided on exterior lots.
 - A 20 ft. front yard building setback has been provided on interior lots.
 - A 20 ft. rear yard setback has been provided for exterior lots without a drainage easement
 - A 10 ft. rear yard setback has been provided for interior lots with alley access. This will encompass all buildings and any fence that may be placed on the property.
 - A 5 ft. side yard setback has been provided, which meets requirements for lots with as built surveys. A 6 ft. side yard setback is required when structures are built without an as built survey.
 - o Lots 1, 55, and 34 have been provided with 15 ft. side yard setbacks to accommodate their corner lot status.
 - **Lot 33 shall be revised to show a 25 ft. side yard setback to match the front yard of the lots to the south.**
 - **Lot 30 shall be revised to create at 20 ft. rear/side yard on the western property line.**
- 7. **Easements:** Easements for utilities are shown on the preliminary plat.
 - The Utility Advisory Board has provided the Applicant with comments and feedback on proposed locations of public and private utilities and the easements necessary to accommodate apparatus. The applicant has provided an additional 10 ft. utility easement at the front of the exterior lots and at the rear of the south interior lots to accommodate private and public utilities.
 - The pedestrian easement that was shown on the preliminary plat has been removed, as it is no longer necessary.
 - A drainage easement has been provided for the floodplain area that will restrict development within the floodplain.

- **A utility easement is shown on Lot 24. If a sewer lift station is required it will be located within this easement. If no lift station is required, it would be removed prior to adoption by the City Commission.**

8. **Reserves:** No reserves are being shown on the final plat. The area previously shown as a reserve had been removed on advice of the City and the property has been incorporated into the adjoining lot.

9. **Drainage:** The City Engineer has given approval for the development to NOT use retention ponds, but to allow stormwater to exit the property prior to upstream flows creating additional flooding issues.

10. **Public & Private Improvements:** A utility plan has been reviewed by the Utility Advisory Board, and comments have been provided to the Applicant on the location and sizing of utilities necessary to serve the development. The incorporation of these revisions have been reviewed by the Utility Advisory Board and City Engineer and are found to be sufficient to serve the property.

- **Streets & Sidewalks:** Street widths of appropriate size have been provided. Sidewalks have been provided on one side of the street which is acceptable.
- **Sanitary Sewer:** The applicant is in the process of obtaining approvals for a full gravity system. If approved by KDHE, the utility easement shown on Lot 24 will be removed from the final plat. If not approved, a lift station will be placed within that easement.
- **Water:** Lots will be served by an appropriately sized main that will loop the development. This new main will tie into a main that will be extended from the city main on E Logan St. and the Sodens Rd. main creating a looped system for the city. The new main along E Logan St. will also provide an opportunity to reduce long service line runs for the two houses north of the development.
- **Fire Protection:** The Fire Marshall will approve the final location and type of hydrants prior to installation. Preliminary plans show additional hydrants will be provided along S Exchange to increase fire protection in the area.
- **Private Utilities:** Private utilities have provided comments on the location of lines and apparatus such as electrical and communication pedestals. The Applicant has incorporated the comments into an approved utility plan and provided additional easements to accommodate private utilities.

11. **Plat Binder:** A plat binder, identifying all property interests and encumbrances shall be submitted with the final plat prior to City Commission approval.

12. **Miscellaneous:**

- Staff is recommending that the Applicant include language on the face of the plat or documents for closing that would acknowledge the proximity to the wastewater treatment facility and the possibility of odors and other nuisances arising from operations at the plant.

- The Applicant shall include any information on Lot or Homeowners Associations including restrictive covenants with the final plat prior to City Commission approval.

Neighborhood Communications: At the time of writing this report, staff has been in contact with one neighboring property owner who did not provide any opinion as to being for or against the project.

Recommendation: Staff recommends approval of the Final Plat subject to staff and Planning Commission comments, and that a revised Final Plat be submitted and approved by staff prior to the submittal of the Final Plat to the City Commission.

The Public Hearing was opened.

Commissioner Barnes asked if there was 5,800 buildable square feet. **Givens** stated we do not require lots to be a minimum of 5,800 buildable square feet, but 5,800 square feet including building setbacks and easements. He further stated that most of the lots have roughly 4,000 square feet of building space.

Jeanine McKenna, President/CEO Emporia Chamber of Commerce stated that the intended house size was between 1,200 and 1,600 square feet. **Givens** stated that a house of that size would meet our requirements for lot coverage as well.

Matthew Kohl, BG Consultants (applicants' agent) discussed the front and side setbacks as shown on the plat versus staff's questions as to a modified setback being more appropriate. **Givens** stated that the setback of these corner lots was different than what he was used to seeing. He further stated that the setbacks as shown on the plat were consistent with past plats approved by the City.

Commissioners discussed options for setbacks and agreed that the setbacks as shown for the corner lot cul-de-sac lots would not need to be adjusted.

Commissioner Bucklinger recommended that this be a discussion item in the future for subdivision regulations.

Commissioner Weaver asked about a Home Owners Association for the development. **McKenna** stated there would be a loose homeowners association but it would not collect dues or provide other functions as some homeowners associations do. Their primary function would be to enforce covenants and building standards.

Commissioner Ogle asked about the utilities for the development, specifically the sewer system. **Kohl** provided an overview of the utility layout.

Commissioner Weaver asked about Sodens Road extending further east and the odors that might arise from the wastewater treatment plant. **Givens** stated that the provisions put in place to advise residents of the location of the plant would

help in any future issues with residents. He further stated that Sodens Road is not intended to extend further east.

The Public Hearing was closed.

Commissioner Weaver made a motion to recommend approval of the plat to the City Commission subject to staff and Planning Commission comments and a final determination of the need for a lift station of Lot 24 easement requirements. Commissioner Bucklinger seconded the motion. Motion carried 7-0.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated this is to consider a Final Plat for the Kretsinger Subdivision. The proposed plat would create 65 lots on 16.65 acres of property south of East Logan Avenue and immediately east of South Exchange Street. The development is unique in that it contains lots with access from an alley and lot size have been reduced from the 9,000 square feet that is typically seen in new residential subdivisions. He stated the Planning Commission approved the plat subject to the final determination of the type of sewer system that will be used, gravity verses a lift station, which will affect the easement that will be required for Lot 24 of the development and a minor change to Lot 23 which moved the east side setback to 15 foot versus 5 foot. He stated this action only approved the final plat for the Kretsinger Subdivision requirements. At their June 20, 2023, regular meeting, the Planning Commission unanimously approved a recommendation for the final plat of Kretsinger Subdivison.

Commissioner Harter made a motion to approve the final plat Kretsinger Subdivision subject to final determination of easement requirements for Lot 24. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

ENGINEERING
(Peyton Street Waterline Improvements
(12th Ave. Water Tower to 6th Ave. and South Ave. to Warren Way Tower)
(Project No. WM2104 KDHE KPWSLF Project No. 3070)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the Peyton Street Waterline from 12th Avenue Water Tower to 6th Avenue and South Avenue to Warren Way Tower. This will be a 16 inch water line to bolster the City's water transmission capabilities between the 12th Avenue water tower and Industrial Park III. The bids are as follows:

BID TABULATION FOR PEYTON STREET WATERLINE IMPROVEMENTS

Contractor	Total Bid
<i>Carlson Utility</i>	<i>\$2,353,920.00</i>
Middlecreek Corporation	\$2,378,250.00
Timco Blastings & Coatings	\$2,449,411.59
Mies Construction	\$2,497,702.00
Nowak Construction	\$2,778,056.10
Engineer's Estimate	\$2,169,201.00

He stated this project will be funded by the Kansas Public Water Supply State Revolving Fund Loan No. 3070 that the City has in place with Kansas Department of Health and Environment. Staff recommends awarding the project to Carlson Utility for the total bid of \$2,353,920.00, subject to KDHE approval.

Following further discussion, Commissioner Smith made a motion to award the Peyton Street Waterline Improvements 12th Avenue Water Tower to 6th Avenue and South Avenue to Warren Way Tower, Project No. WM2104 KDHE KPWSLF Project No. 3070 to Carlson Utility in the amount of \$2,353,920.00. Commissioner Giefer seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

ENGINEERING
(Sodens Watermain Extension)
(Zoo Education Center to 155' East – Project No. WM2302)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City is investing in the David Traylor Zoo Improvements to include public access to parking lots as well as utility work to directly benefit the zoo area. The Sodens Road watermain extension project will extend the City's waterline for connection by the planned Zoo Administration Improvements. He stated bids were received for the Sodens Road Watermain Extension Zoo Education Center as follows:

BID TABULATION SODENS WATERMAIN EXTENSION

Contractor	Total Bid
<i>S.R. Coffman Construction</i>	<i>\$53,654.31</i>
Nowak Construction	\$58,811.50
Mies Construction	\$60,000.00
Engineer's Estimate	\$40,535.00

He stated this part of Sodens and South Exchange waterline will be paid for by the Kretsinger Addition RHID as a separate project from the Kretsinger Addition due to timing of the improvements. Staff is recommending awarding the project to S.R. Coffman Construction for the total bid amount of \$53,654.31.

Following further discussion, Commissioner Giefer made a motion to award Sodens Watermain Extension Zoo Education Center to 155' East, Project No. WM2302 to S.R. Coffman Construction for total bid amount of \$53,654.31. Commissioner Sauder seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on June 21, 2023.

- b. Utility Easement Agreement for 500 block of Wilson Street for Street Light Installation.
- c. Change Order No. 1 for 18th Avenue/Road 180 Paving Improvements Project No. PV1910 / 56 KA-6154-01.

The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, 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 JULY 19, 2023 MEETING.

- Ordinance for Standard Traffic Ordinance.
- Ordinance for Uniform Public Office Code.
- Award Mahtropolis Street and Storm Sewer Improvements.
- Award KDOT CCLIP Surface Preservation Project.
- Contract for SE Transmission Water Main Design.

CITY COMMISSION (Public Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public.

Mayor Brinkman complimented the success of the fireworks show; there are openings on various board for volunteers; and a Meet and Greet for Assistant City Manager Mark Detter and Director of Special Projects Tayler Wash is scheduled for July 13 at Fremont Park before the Band Concert.

EXECUTIVE SESSION

Commissioner Harter made a motion to recess into Executive Session to discuss confidential matters of a third party regarding proprietary information resuming the open

meeting in the City Commission Meeting Room, this same date, at 12:14 p.m. and to invite Chuck Scott, RDA President and Jim Witt, Special Project Coordinator. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

Upon reconvening the meeting in Regular Session, at 12:14 p.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had discussed confidential matters of a third party regarding proprietary information and no action was taken.

Commissioner Sauder made a motion to recess the meeting until 12:30 p.m. to Conference Room 1AB. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye. Commissioner Harter was not present at the time of the vote.

STUDY SESSION:

1. Final Report from the Homeless Taskforce.
2. Ordinance 23-20 Extending the Provisions of City Code Pertaining to the Prohibition of Camping on Public Property.
3. Review Outside Appropriation Requests.
4. Resolution No. 3699 for Revenue Neutral Rate.
5. Whittier Park Concept Plan.

Study Session Discussion:

City Commission Prohibiting Camping on Public Property Ordinance Number 23-20

AN ORDINANCE AMENDING CHAPTER 17-69 THROUGH 17-72 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, PERTAINING TO THE PROHIBITION OF CAMPING ON PUBLIC PROPERTY WITHOUT A PERMIT AND REPEALING SAID SECTIONS AS THEY EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE, to which the City Clerk assigned Ordinance Number 23-20, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the Commission previously approved an ordinance enacting a temporary prohibition on camping on public property, which was later extended and is scheduled to expire on July 8, 2023. She stated the established Taskforce on Homelessness has developed recommendations to address homelessness in Emporia and this proposed ordinance includes removal of certain "Whereas" language and a maximum fine of \$100.00 or community service in lieu of a fine and has no scheduled end date.

Commissioner Sauder made a motion to approve Ordinance Number 23-20, an ordinance extending the provisions of City Code pertaining to the prohibition of camping on public property. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

**City Commission
Exceeding the Revenue Neutral Rate
Resolution Number 3699**

City Manager Cocking stated the City's RNR is 39.492 as calculated by the County Clerk. The final mill levy for 2022 taxes was 44.426 and the 2023 budget was approved on a mill levy of 43.8. He stated for 2024 there are 10 mills budgeted for Bond and Interest, 5 mills for Library and .005 mills for Industrial and the General Fund mills will adjust depending on the total mills approved. The budget assumes a 3% property tax delinquency rate. This resolution is submitted for the proposed mill levy. The final mill levy can be lower as the final budget numbers are determined in the next several weeks. The RNR and Budget public hearings are scheduled for September 6, 2023. The legislation requires on or before July 20, the governing body shall notify the county clerk of its proposed intent to exceed the revenue neutral rate and provide the date, time and location of the public hearing and its proposed tax rate. A letter will be sent by the county clerk to all taxing entities notifying them of the proposed tax levies.

Following further discussion, Commissioner Harter made a motion to exceed the Revenue Neutral Rate with a proposed mill levy of 43.5 mills and approve Resolution Number 3699, a resolution to levy a property tax exceeding the revenue neutral rate. Mayor Brinkman seconded the motion. The vote follows: Commissioner Harter, aye; Mayor Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

**Park Department
Whittier Park Concept Plan**

Kevin Hanlin, Director of Public Lands and Facilities, was recognized and addressed the Governing Body. He stated the City entered into an agreement with Foster Design Associates, LLC for a redevelopment of Whittier Park to include a new skate park.

He stated a committee was formed to serve as community stakeholders in the process. The Whitter Park concept plan was presented to the Whitter Park Committee for review. The concept plan included features and locations within Whittier Park with the following: Skate Park; Dog park, playground, ball diamonds, batting cages, restroom, concessions, walking path, parking lot, storage shed, visitor seating, way finding signs, trees and irrigation to fields.

After much discussion of the entire concept plan, it was the consensus of the Commission to move forward with the Skatepark portion of Whittier Park.

EXECUTIVE SESSION

Commissioner Sauder made a motion to recess into Executive Session to discuss data related to financial affairs or trade secrets of corporations, partnerships, trust, and individuals for economic development projects resuming the open meeting in Conference Room 1AB, this same date, at 2:45 p.m., and to invite Jim Witt, Special Projects Coordinator. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Upon reconvening the meeting in Study Session, at 2:45 p.m., this same date, in the Conference Room 1AB, Mayor Brinkman stated they discussed data related to financial affairs or trade secrets of corporations, partnerships, trust and individuals for economic development projects and no action was taken.

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

2023 Street Rehabilitation Project Change Order No. 1

Title: 2023 Street Rehabilitation Project Change Order No. 1, Project No. PV2302

Agenda Date: July 19, 2023

Presented By: James Ubert, City Engineer

Background:

The 2023 Street Rehab Project consists of milling and pavement overlay operations, replacement of select curb and gutter sections, construction of David Traylor Zoo bus parking lot, and select sidewalk/ADA ramp improvements along select various streets. In anticipation of the approved Kretsinger Development it is proposed to have an additional 3" of asphalt constructed on South Exchange Street due to the expected construction traffic from Kretsinger Addition. The existing pavement has 4" of asphalt currently.

Discussion:

N/A

Financial considerations:

This scope of work will be paid by the Kretsinger RHID.

Recommended action:

Approve Change Order No. 1 in the amount of \$80,073.70.

Attachments:

Change Order No. 1 with blurbs.

**CHANGE IN PLANS NO. 1
ON CONTRACT WITH APAC-Kansas Inc., Shears Division
FOR THE CONSTRUCTION OF 2023 Street Rehabilitation (Various Streets)
PROJECT NO. PV2302**

Date: 7/13/2023

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the 2023 Street Rehab Project No. PV2302.

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
QUANTITIES ADDED:				
785.00	TONS	3" Asphalt @ Ninety Eight Dollars and Eighty Two Cents (Unit Price in Words)	\$98.82	\$77,573.70
1.00	L.S.	Additional Traffic Control @ Five Hundred Dollars and Zero Cents (Unit Price in Words)	\$500.00	\$500.00
2.00	Ea.	Mill Joints @ One Thousand Dollars and Zero Cents (Unit Price in Words)	\$1,000.00	\$2,000.00

TOTAL CHANGE ORDER NO. 1 ADDED TO PROJECT

\$80,073.70

CONTRACTOR: APAC-KANSAS, INC.

BY: 
OWNER or AUTHORIZED REPRESENTATIVE

APPROVED BY: **THE CITY OF EMPORIA, KS**

BY: _____
TREY COCKING, CITY MANAGER

Date: _____

Attest: _____
CITY CLERK

2023 STREET REHAB PV2302
EXPLANATION FOR CHANGE ORDER 1

Construction of the 2023 STREET REHAB, changes and adjustment of quantities were made with additional changes added to the project. These changes include a 3" overlay of South Exchange Street from Soden Road to Logan Avenue. This change order results in an increase of the contract in the amount of \$80,073.70

Quantities Added:

1. 3" Asphalt –
The overlay of 3" on South Exchange Street from Soden Road to Logan Avenue will take an estimated 785 Tons to complete. At \$98.82 per Ton the amount added to the contract is \$77,573.70.
2. Additional Traffic Control–
Additional Traffic Control is needed to allow contractor to complete work. Amount added to the contract is \$500.00.
3. Mill Joints -
Contractor will mill butt joints at Soden Road and Logan Avenue for smoother tie ins. Amount Added to the contract \$2,000.00.



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: July 19, 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 August 2, 2023.

Commission Meeting :

- Memorandum of Understanding with ESU.
- Memorandum of Understanding for Dynamic Discs.
- Ordinance for Standard Traffic Ordinance.
- Ordinance for Uniform Public Offense Code.
- Award Mahtropolis Street & Drainage.
- Change Order for South Arundel for Sanitary Sewer.
- Ordinance for the Zoo Brew Event.

Study Session :

- Proposed Revisions to Kansas Statue Related to RHID.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: July 19, 2023

Background:

An executive session is requested for discussions regarding data related to financial affairs or trade secrets of corporations, partnerships, trusts, and individuals. K.S.A. 75-4319(B)(4) is the authority for this recess into executive session.

Discussion:

N/A

Financial considerations:

No city funds are required.

Recommended action:

Recess into Executive Session to discuss confidential matters of a third party relating to economic development projects for 45 minutes, inviting Ross Vogel, LDB, Inc., and Jeanine McKenna, CEO and President of Emporia Area Chamber of Commerce, and stating at which time the open meeting will resume.

Attachments:

None



Study Session Report

Sunset Lake Addition Pond Improvements Project

Title: Sunset Lake Addition Pond Improvements Project
Agenda Date: July 19, 2023
Presented By: Jim Ubert, City Manager

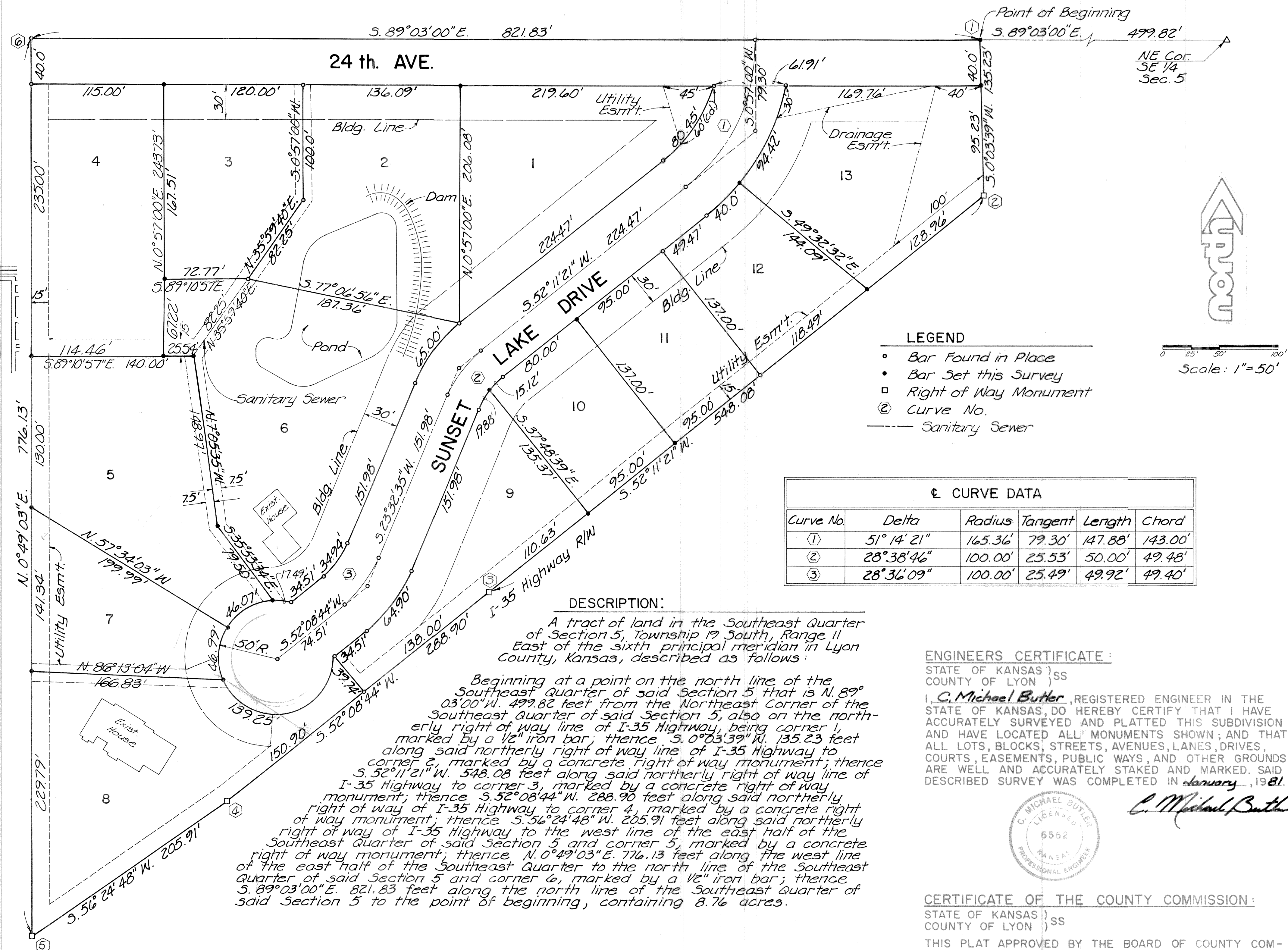
Background:

The Engineering Department is working with the Sunset Lake Addition property owners to construct stormwater pond improvements per their petitioned request. The improvement costs will be spread as special assessment taxes on the petition benefit district.

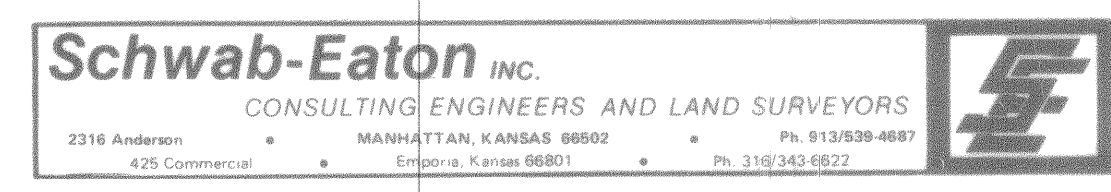
Discussion:

Attachments

Sunset Lake Addition replat
Sunset Lake Easement Exhibit
Ordinance for Sunset Lake Storm Water Drain
Resolution for Sunset Lake Storm Water Drain



REPLAT
SUNSET LAKE ADDITION
EMPORIA, KANSAS
PREPARED BY



JANUARY, 1981

OWNERS CERTIFICATE:
STATE OF KANSAS)
COUNTY OF LYON) SS
KNOW ALL MEN BY THESE PRESENTS, THAT WE,
THE UNDERSIGNED PROPERTY OWNERS OF THE LAND
AS ABOVE SET FORTH IN THE ENGINEERS CERTIFICATE,
HAVE CAUSED THE SAME TO BE SURVEYED AND PLAT-
TED INTO LOTS, BLOCKS, EASEMENTS, LANES, DRIVES,
COURTS, A STREET AND AN AVENUE, THE SAME TO BE
KNOWN AS SUNSET LAKE ADDITION, AN ADDITION TO THE
CITY OF EMPORIA LYON COUNTY, KANSAS; THE
LANES, DRIVES, COURTS, STREET AND AVENUE ARE HERE-
DEDICATED TO AND FOR THE USE OF PUBLIC, AND EASE-
MENTS AS INDICATED ON THE ACCOMPANYING PLAT ARE
HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE
OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIR-
ING ALL PUBLIC UTILITIES.

Terry L. Smith
Charles A. Wynn, Jr.
Charles E. Gausson
James E. Gausson

NOTARY CERTIFICATE:
STATE OF KANSAS)
COUNTY OF LYON) SS
BE IT REMEMBERED THAT ON THIS 23 DAY OF
FEBRUARY, 1981, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE, CAME Terry L. Smith
Charles A. Wynn, Jr., Charles E. Gausson, and James E. Gausson
TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING
AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN
TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND
AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR
ABOVE WRITTEN.

Thomas E. Clippert
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 29, 1982

CERTIFICATE OF THE EMPORIA-LYON COUNTY
METROPOLITAN PLANNING COMMISSION:

STATE OF KANSAS)
COUNTY OF LYON) SS
THIS PLAT OF SUNSET LAKE ADDITION HAS BEEN
SUBMITTED TO AND APPROVED BY THE EMPORIA-LYON
COUNTY METROPOLITAN PLANNING COMMISSION THIS 24TH
DAY OF MARCH, 1981.

Linda L. Shipe
CHAIRMAN
Russell Schoonberger
SECRETARY

CERTIFICATE OF THE CITY COMMISSION:

STATE OF KANSAS)
COUNTY OF LYON) SS
THIS PLAT APPROVED BY THE BOARD OF CITY COM-
MISSIONERS OF THE CITY OF EMPORIA, KANSAS, THIS
DAY OF April, 1981.

Leonard H. Dore
MAYOR
Alvin P. Ad
CITY CLERK

ACCESS CONTROL:

- LEGEND
- Bar Found in Place
 - Bar Set this Survey
 - Right of Way Monument
 - ② Curve No.
 - Sanitary Sewer

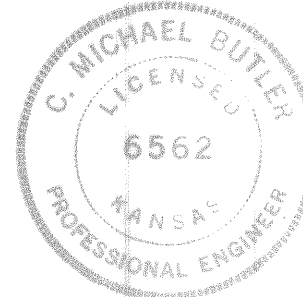
CURVE DATA					
Curve No.	Delta	Radius	Tangent	Length	Chord
①	51° 14' 21"	165.36'	79.30'	147.88'	143.00'
②	28° 38' 46"	100.00'	25.53'	50.00'	49.48'
③	28° 36' 09"	100.00'	25.49'	49.92'	49.40'

DESCRIPTION:
A tract of land in the Southeast Quarter
of Section 5, Township 19 South, Range 11
East of the Sixth principal meridian in Lyon
County, Kansas, described as follows:

Beginning at a point on the north line of the
Southeast Quarter of said Section 5 that is N. 89°
03'00"W. 499.82 feet from the Northeast Corner of the
Southeast Quarter of said Section 5, also on the north-
erly right of way line of I-35 Highway, being corner 1,
marked by a 1/2" iron bar; thence S. 0°03'39"W. 135.23 feet
along said northerly right of way line of I-35 Highway to
corner 2, marked by a concrete right of way monument; thence
S. 52°11'21"W. 548.08 feet along said northerly right of way line of
I-35 Highway to corner 3, marked by a concrete right of way
monument; thence S. 52°08'44"W. 288.90 feet along said northerly
right of way of I-35 Highway to corner 4, marked by a concrete right
of way monument; thence S. 56°24'48"W. 205.91 feet along said northerly
right of way of I-35 Highway to the west line of the east half of the
Southeast Quarter of said Section 5 and corner 5, marked by a concrete
right of way monument; thence N. 0°49'03"E. 776.13 feet along the west line
of the east half of the Southeast Quarter to the north line of the Southeast
Quarter of said Section 5 and corner 6, marked by a 1/2" iron bar; thence
S. 89°03'00"E. 821.83 feet along the north line of the Southeast Quarter of
said Section 5 to the point of beginning, containing 8.76 acres.

EASEMENTS:
EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE,
AS LYING BETWEEN THE DASHED LINES IN WIDTHS INDI-
CATED AND AS SET FORTH ON THIS PLAT UNLESS OTHER-
WISE NOTED, AND SAID EASEMENTS MAY BE EMPLOYED FOR
THE PURPOSE OF INSTALLING, REPAIRING AND MAINTAINING
GAS LINES, ELECTRIC LINES, TELEPHONE LINES, AND ALL
OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR
HEREAFTER USED BY THE PUBLIC OVER, UNDER, AND ALONG
THE STRIPS MARKED "EASEMENTS".

ENGINEERS CERTIFICATE:
STATE OF KANSAS)
COUNTY OF LYON) SS
I, C. Michael Butler, REGISTERED ENGINEER IN THE
STATE OF KANSAS, DO HEREBY CERTIFY THAT I HAVE
ACCURATELY SURVEYED AND PLATTED THIS SUBDIVISION
AND HAVE LOCATED ALL MONUMENTS SHOWN; AND THAT
ALL LOTS, BLOCKS, STREETS, AVENUES, LANES, DRIVES,
COURTS, EASEMENTS, PUBLIC WAYS, AND OTHER GROUNDS
ARE WELL AND ACCURATELY STAKED AND MARKED. SAID
DESCRIBED SURVEY WAS COMPLETED IN January, 1981.



C. Michael Butler

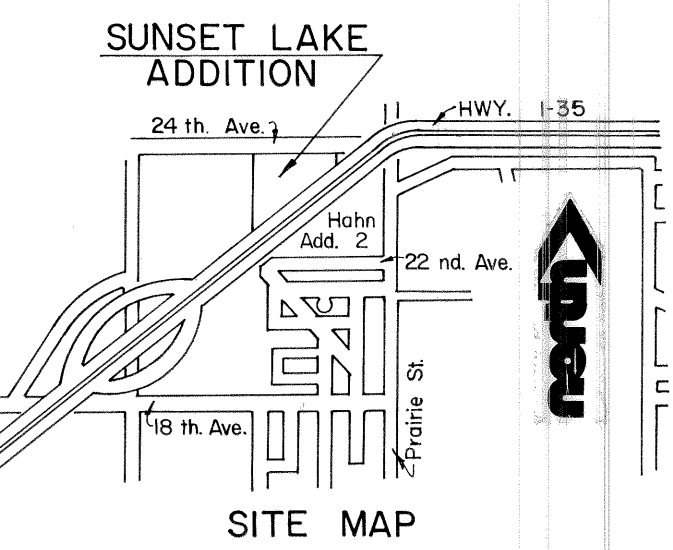
CERTIFICATE OF THE COUNTY COMMISSION:

STATE OF KANSAS)
COUNTY OF LYON) SS
THIS PLAT APPROVED BY THE BOARD OF COUNTY COM-
MISSIONERS OF LYON COUNTY, KANSAS, THIS ____ DAY OF
_____, 19____.

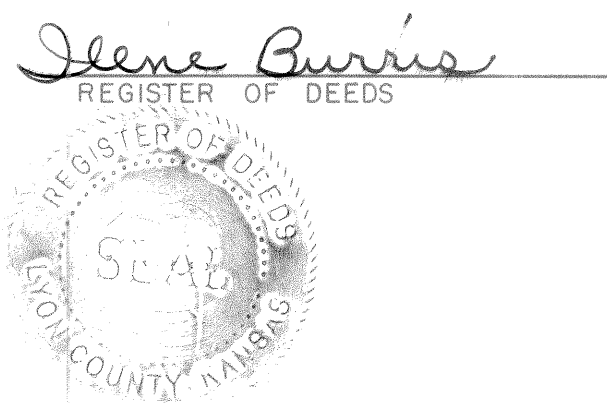
ATTEST:

COUNTY CLERK

ENTERED ON TRANSFER RECORD THIS 30 DAY OF Sept
_____, 1981.
Rosemary Spalding
COUNTY CLERK



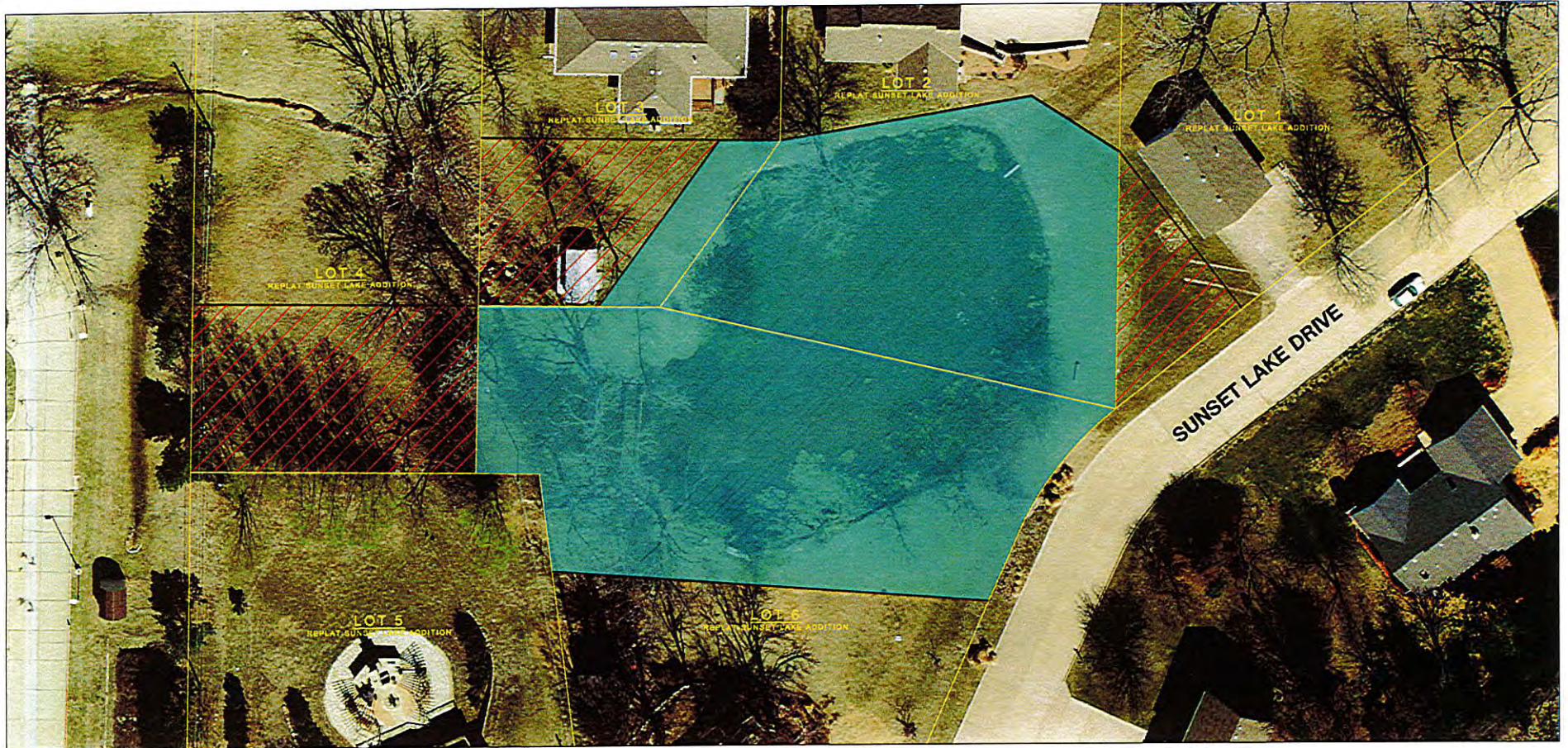
REGISTER OF DEEDS:
STATE OF KANSAS)
COUNTY OF LYON) SS
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE
5th DAY OF October, 1981 IN BOOK 22,
PAGE 19A AT 3:30 P.M.



DEPUTY

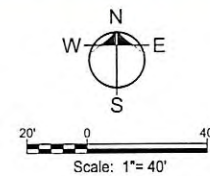
EASEMENT EXHIBIT

SWEDE'S POND, EMPORIA, KANSAS



LEGEND

-  Permanent Easement
-  Temporary Easement
-  Property Line



Prepared By:
 **BG CONSULTANTS**
 ENGINEERS • ARCHITECTS • SURVEYORS
 AUGUST, 2020 BG No. 20-1027E

PETITION

To the Mayor and City Commission
Emporia, Kansas

Dear Commissioners:

1. We, the undersigned owners of record of 100% of the below designated Lots of real property described as follows:

LOTS 1 AND 2 IN SUNSET LAKE ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS ACCORDING TO THE RECORDED RE-PLAT THEREOF AND

LOT 6 IN SUNSET LAKE ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

Except and subject to: This transfer-on-death deed is revocable. It does not transfer any ownership until the death of the owner. It revokes all prior beneficiary designation by this owner of this interest.

and pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, request that:

- (a) The City make storm water drainage improvements consisting of dredging and cleaning a pond that receives storm water drainage and on which the City has an easement for storm water drainage purpose (the "Project") to serve the area described above (the "Benefit District") according to plans and specifications to be approved by the City.
- (b) The estimated and probable cost of the Project is \$45,000, exclusive of the cost of interest on borrowed money, with 100% of such cost to be paid by the Benefit District. The estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after March 1, 2022.
- (c) The Benefit District be constituted as an improvement district against which shall be assessed 100% of the total actual cost of the Project for which the Benefit District is liable.

If the Project is abandoned, altered and/or constructed privately in part or whole in a way that precludes building this Project under the authority of this petition, any costs that the City of Emporia incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Project is abandoned at any time during the design and/or construction of the Project or if it is necessary for the City of Emporia to redesign, repair or reconstruct the Project after its initial design and/or construction because the design and/or construction does not meet the requirements of the

City, then such costs associated with the redesign, repair or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) The method of assessment of all costs of the Project for which the Benefit District shall be liable shall be equal shares per property owner in the Benefit District.

In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Project requested by this petition be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the Benefit District, we acknowledge that the proposed Benefit District does not include all properties which may be deemed to benefit from the proposed Project.

4. Names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing with the City Clerk, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures are those of the owners of property in the Benefit District according to the records of the Register of Deeds of Lyon County, Kansas, the petition may be found sufficient if signed by all of the owners of record (whether resident or not) of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use.

WITNESS my signature attached, which indicates the property owned and the date of signing

LEGAL DESCRIPTION

SIGNATURE

DATE

[LOTS 1 AND 2 IN SUNSET LAKE ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED RE-PLAT THEREOF.]

Hector Robles (Property Owner)

By: _____
Date: _____

Maria D. Robles (Property Owner)

By: _____
Date: _____

[LOT 6 IN SUNSET LAKE ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF

Except and subject to:

This transfer-on-death deed is revocable. It does not transfer any ownership until the death of the owner. It revokes all prior beneficiary designation by this owner of this interest.]

Larrie J. Rainey (Property Owner)

By: _____
Date: _____

Lori D. Rainey (Property Owner)

By: _____
Date: _____

(Published in the *Emporia Gazette* on _____, 2023)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF EMPORIA, KANSAS, AS DETERMINED ADVISABLE AND AUTHORIZED BY RESOLUTION NO. _____ OF THE CITY, UNDER THE AUTHORITY OF K.S.A. 12-6a01 *ET SEQ.*, PROVIDING FOR THE PAYMENT OF THE COSTS OF THE IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF THE COSTS OF THE IMPROVEMENTS AND AUTHORIZING ISSUANCE OF TEMPORARY IMPROVEMENT NOTES AS FUNDS ARE NEEDED FOR THE CONSTRUCTION OF THE IMPROVEMENTS.

WHEREAS, as provided by K.S.A. 12-6a01, *et seq.*, as amended and supplemented (the “Act”), the governing body of the City of Emporia, Kansas (the “City”) adopted Resolution No. _____ (the “Authorizing Resolution”) finding and determining the advisability of and authorizing certain improvements (as defined in the Authorizing Resolution) in the Sunset Lake Addition to the City (the “Improvements”), at a total estimated cost of \$45,000 (the approved cost estimate may be increased as described in the Authorizing Resolution), and such costs will be levied and assessed against properties benefiting from the Improvements; and

WHEREAS, in the Authorizing Resolution the governing body of the City, found and determined the Petition (as defined in the Authorizing Resolution) to be sufficient, having been signed by the owners of record, whether resident or not, of all the property liable for assessment for the costs of the Improvements; and

WHEREAS, the governing body finds and determines it necessary to authorize the construction of the Improvements; to provide for the payment of the costs thereof not otherwise paid in cash by the signers of the Petition; and to authorize and provide for the issuance of temporary improvement notes from time to time as funds are needed for the orderly construction of the Improvements;

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

SECTION 1. The Improvements (as defined above) shall be constructed in accordance with the plans and specifications and estimates of costs therefor, which are approved by the governing body and directed to be placed on file in the office of the City Clerk where they shall be available for public inspection.

SECTION 2. It is authorized and directed that the costs of the Improvements, when finally determined, shall be levied and assessed to the respective properties liable therefor as set forth in the Authorizing Resolution and in the manner provided by the Act (defined above); and that for the purpose of providing funds to pay any portion of such special assessments which are not paid

in cash, general obligation bonds of the City may be issued in the manner authorized and provided by law; provided that, such general obligation bonds may be issued at the time and in the manner determined by the governing body to be in the City's best interest.

SECTION 3. It is further authorized and directed that in the absence of otherwise available funds, temporary improvement notes (the "Notes") of the City may be issued from time to time by resolution or resolutions of the City, to temporarily finance the estimated costs of the Improvements until special assessments are levied and general obligation bonds of the City may be issued, all pursuant to applicable laws of the State of Kansas. The Notes may be issued in at the time and in the manner determined by the governing body to be in the City's best interest.

SECTION 4. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

SECTION 5. This Ordinance shall be in force and take effect from and after its passage, adoption and approval and publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Emporia,
Kansas, on _____, 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 at the normal meeting place in the City on _____, 2023, at ____ P.M., with the Mayor, Susan Brinkman, presiding and the following members of the governing body present:

and the following members of the governing body were absent:

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF EMPORIA, KANSAS; SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COSTS THEREOF, THE EXTENT OF THE BENEFIT DISTRICT TO BE ASSESSED FOR THE COSTS THEREOF, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE BENEFIT DISTRICT AND THE CITY AT LARGE; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION AND RECORDING OF THIS RESOLUTION (SUNSET LAKE ADDITION STORM WATER DRAINAGE IMPROVEMENTS).

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

The Resolution was assigned No. ____.

Thereupon, and among other business, there was presented to the governing body, an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF EMPORIA, KANSAS, AS DETERMINED ADVISABLE AND AUTHORIZED BY RESOLUTION NO. ____ OF THE CITY, UNDER THE AUTHORITY OF K.S.A. 12-6a01 *ET SEQ.*, PROVIDING FOR THE PAYMENT OF THE COSTS OF THE IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF THE COSTS OF THE IMPROVEMENTS AND AUTHORIZING ISSUANCE OF TEMPORARY IMPROVEMENT NOTES AS FUNDS ARE NEEDED FOR THE CONSTRUCTION OF THE IMPROVEMENTS.

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

The Ordinance was assigned No. 23-_____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the __, 2023 meeting of the governing body of the City of Emporia, Kansas.

[seal]

By _____
Kerry Sull, City Clerk

(Published in the *Emporia Gazette* on _____, 2023)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF EMPORIA, KANSAS; SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COSTS THEREOF, THE EXTENT OF THE BENEFIT DISTRICT TO BE ASSESSED FOR THE COSTS THEREOF, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE BENEFIT DISTRICT AND THE CITY AT LARGE; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION AND RECORDING OF THIS RESOLUTION (SUNSET LAKE ADDITION STORM WATER DRAINAGE IMPROVEMENTS).

WHEREAS, on _____, 2023 a petition (the “Petition”) was filed in the Office of the City Clerk of the City of Emporia, Kansas (the “City”), requesting that certain storm water drainage improvements be made in the Sunset Lake Addition in the City pursuant to K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the petition set forth (a) the general nature of the improvements, (b) the estimated or probable costs of the improvements, (c) the extent of the improvement district to be assessed for the costs of the improvements, (d) the method of assessment, (e) the apportionment of the costs between the improvement district and the city-at-large, (f) a request that the improvements be made without notice and hearing as required by K.S.A. 12-6a04, as amended and supplemented; and (g) a statement that the proposed improvement district does not include all the property that may benefit from the proposed improvements; and

WHEREAS, the governing body of the City, upon an examination thereof on _____, 2023, has considered and found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of all of the area liable for assessment for the costs of improvements requested.

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

SECTION 1. The governing body of the City finds and finally determines it is advisable to make certain Improvements (hereinafter defined) in the City, and makes the following findings regarding the Improvements:

A. Sunset Lake Addition Storm Water Drainage Improvements consist of the following (the “Improvements”):

(1) The internal improvements are described as and consist of the excavation and construction of storm water drainage improvements, including but not limited to, dredging and cleaning a pond that receives storm water drainage and related improvements necessary to serve the Benefit District (as hereinafter defined) in City.

(2) The estimated or probable costs of the Improvements, as “cost” is defined in subparagraph (d) of K.S.A. 12-6a01, is Forty-Five Thousand Dollars (\$45,000) and this estimated cost may be increased to include temporary interest or finance costs incurred during design and construction of the Improvements and may be increased at the rate of 1% per month from and after _____, 2023.

(3) The extent of the improvement district to be assessed for the costs of the Improvements shall include and consist of certain real property in the City of Emporia, Lyon County, Kansas, which is described as follows:

Lots 1, 2, and 6 in Sunset Lake Addition to the City of Emporia, Kansas

(collectively the “Benefit District”).

The Benefit District does not include all the property that may be deemed benefited by the Improvements. The signers of the petition are the owners of 100% of the property in the Benefit District and have agreed to pay the costs of the Improvements as set forth in the Petition and consented to the levy of special assessments in the Benefit District as described in the Petition.

(4) The method of assessment proposed for assessing costs of the proposed Improvements to the properties in the proposed benefit district is that all the property owners shall pay an equal share of the total cost payable by the Benefit District.

In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated according to the method of assessment set forth herein. Where ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(5) The apportionment of the costs of the Improvements, as between the Benefit District and the City-at-large, is that One Hundred Percent (100%) of the costs shall be assessed against the proposed Benefit District, and no costs shall be apportioned to the City-at-large.

SECTION 2. The Improvements are authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented.

SECTION 3. This Resolution shall be published one time in the City's official newspaper, and shall be recorded in the Office of the Register of Deeds of Lyon County, Kansas in accordance with the provisions of K.S.A. 12-153.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas, on _____, 2023.

CITY OF EMPORIA, KANSAS

[seal]

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk

Title: Southeast Transmission Main Design Contract
Agenda Date: July 19, 2023
Presented By: Dean Grant, Director of Public Works

Background:

The Southeast Transmission Main is a proposed 20-inch waterline that would complete a backbone for the city's distribution system. The waterline project will start at the existing 20-inch waterline on 12th Avenue, at Garfield Street, and terminate at the existing 16-inch waterline on South Avenue, at Carter Street. This transmission line will connect to every north/south waterline from Neosho Street, where the waterline will go under the railroad tracks, to Carter Street. This will reestablish connections at the railroad crossings that were lost in the past due to leaks and strengthen the distribution of water through the city's water distribution system.

Discussion:

Staff would like to contract BG Consultants, Inc. for the design of the Southeast Transmission Main project. The proposed alignment will replace waterlines that are severely deteriorated and complete a backbone for the water distribution system. The design is scheduled to be completed in 18 months.

Financial Considerations:

The cost for design will be \$700,100.00 and will be paid from the State Revolving Fund loan.

Attachments:

BG Consultants, Inc Design Contract
Map of Proposed Waterline Alignment



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Southeast Transmission Water Main Improvements
12 th Ave. to Peyton Street
Emporia, KS

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

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

SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

Name: Dean Grant
Address: 1220 Hatcher Street
Emporia, KS 66801
Phone: 620.340.6335

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

Name: Dean Grant
Address: 1220 Hatcher Street
Emporia, KS 66801
Phone: 620.340.6335

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$700,100.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump

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

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

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

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

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

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Emporia, KS

By: _____

By: _____

Printed Name: Bruce Boettcher

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project Description

The project includes design of potable waterline replacement starting at 12th and Garfield:

- Garfield St. to 6th
- On 7th Sunnyslope to Neosho St.
- Neosho St. to South Ave.
- On 1st Neosho to East St.
- East to South Ave.
- South Ave. to Peyton St./Industrial Park 3 (Project map and EOPC 5.9.23 & 6.13.23 attached).

Services include:

Scope of Services

CONSULTANT will provide the following Scope of Services:

I. Preliminary Engineering

1. Project Management and Meetings
 - a. Attend a Kick-Off meeting with City Staff to determine specific project needs and general project desires. Also, review and receive available information and plans pertaining to the project.
 - b. Attend a plan review meeting after CLIENT's review of Preliminary plans.
 - c. Attend one public meeting to discuss project with public and adjacent property owners.
2. Topographic Survey
 - a. Perform design and surveys to provide control, location, and land information to prepare a set of construction plans. Right-of-way and/or easement descriptions if required will be additional services.
 - b. Obtain information from utility companies with infrastructure within the project limits. Utility companies will be required to locate their facilities within the project limits.
3. Project Design
 - a. Design waterline improvements for competitive bidding by contractors.
 - b. Prepare and submit Concept Design to CLIENT.
 - c. Prepare preliminary plans based on the direction received from CLIENT's review of the Concept Design. Submit preliminary plans to CLIENT for review.
 - d. Revise the preliminary plans based on the direction received from CLIENT's review. Submit the revised documents as final plans to CLIENT for review and approval.
 - e. Construction plans will be prepared on 24"x36" plan sheets.

- f. Plan and profile sheets will have a plan view scale of 1 inch = 20 feet and a profile view scale of 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical.
4. Opinion of Construction Cost
 - a. Prepare opinion of probable construction costs to be submitted to the CLIENT at the following phase of the project: Final Plans.
5. Project Manual (Construction Contract and Project Specifications)
 - a. CONSULTANT will prepare a Project Manual under this Scope of Services.
 - b. CONSULTANT will design the project to utilize the City's Standard Specifications, Standard Detail Sheets and the 2007 Edition of the Standard Specifications for State Road and Bridge Construction (Standard Specifications) to the extent possible.
6. Utility Coordination
 - a. Prepare utility plans after Field Check and submit the utility plans to known utility owners with utility infrastructure within the project limits.
 - b. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.
7. Permit Applications
 - a. CONSULTANT will prepare KDHE Water Supply Permit Application
 - b. CONSULTANT will prepare KDHE NOI Stormwater Permit Application, if required.
 - c. CONSULTANT will prepare KDOT Permit Application.
 - d. CONSULTANT will prepare BNSF Railroad Permit Application.
 - e. CONSULTANT will assist CLIENT with submission of permits to regulatory agencies.

II. Proposed Project Alignment

1. Location of waterline improvement is anticipated to be in the right-of-way of Garfield, 7th Ave., Neosho St. (crossing Hwy 50 and BNSF Railroad), 1st Ave., East St., South Ave. to Peyton St./Industrial Park 3. Adjustments to alignment can be reviewed during field check. KDOT and BNSF permit applications are included within the scope of services.

III. Bid Letting Services

- a. Answer questions from contractors regarding the final plans. If necessary, issue requested addenda.
- b. If requested by the CLIENT, attend a pre-bid meeting to explain any extraordinary conditions or designs and to answer questions regarding the plans.
- c. Attend the bid letting, tabulate bids and provide a recommendation for award.

IV. Property negotiations are NOT included in the proposed scope of services. Legal Descriptions provided as follows:

- a. None anticipated

V. Construction Engineering Services (Construction Administration and Resident Project Representative) and other Services during construction are NOT included.
End of Exhibit 1

EXHIBIT 2

COST AND SCHEDULE

1. ENGINEERING FEE

The lump sum cost scope of services in Exhibit 1 will be \$700,100.00. The work will be invoiced monthly based upon the percentage of the project scope that is completed.

2. ESTIMATED PROJECT SCHEDULE

CONSULTANT will begin performing services after receiving the notice to proceed from the CLIENT. Target schedule is outlined as follows:

Target Schedule:

Notice to Proceed

Field Check

Final Plans/Submit to KDHE

Advertise to Bid

Start of Professional Service

Twelve (12) months from NTP

Six (6) month from City Review of Field Check

upon KDHE review & approval

End of Exhibit 2

EXHIBIT 3
SPECIAL PROVISIONS

1. Kansas Department of Health and Environment SRF Contract Provisions for Consultant Contracts follows (attached):
 - a. State of Kansas Act Against Discrimination Contract Provision Certification Form
 - b. Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
 - c. Contract Provisions for Equal Opportunity
 - d. Contract Provisions for the Kansas Act Against Discrimination
 - e. Contract Provisions for Restriction on Lobbying
 - f. Contract Provisions for the Trafficking Victims Protection Act of 2000
 - g. Contract Provisions for Suspension and Debarment
 - h. Contract Provisions for Non Discrimination
 - i. Contract Provisions for Non Segregated Facilities

End of Exhibit 3



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

11/14/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED BG Consultants, Inc. 4806 Vue Du Lac Manhattan, KS 66503	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company	32603	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Berkley Insurance Company	32603														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W26668775**REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

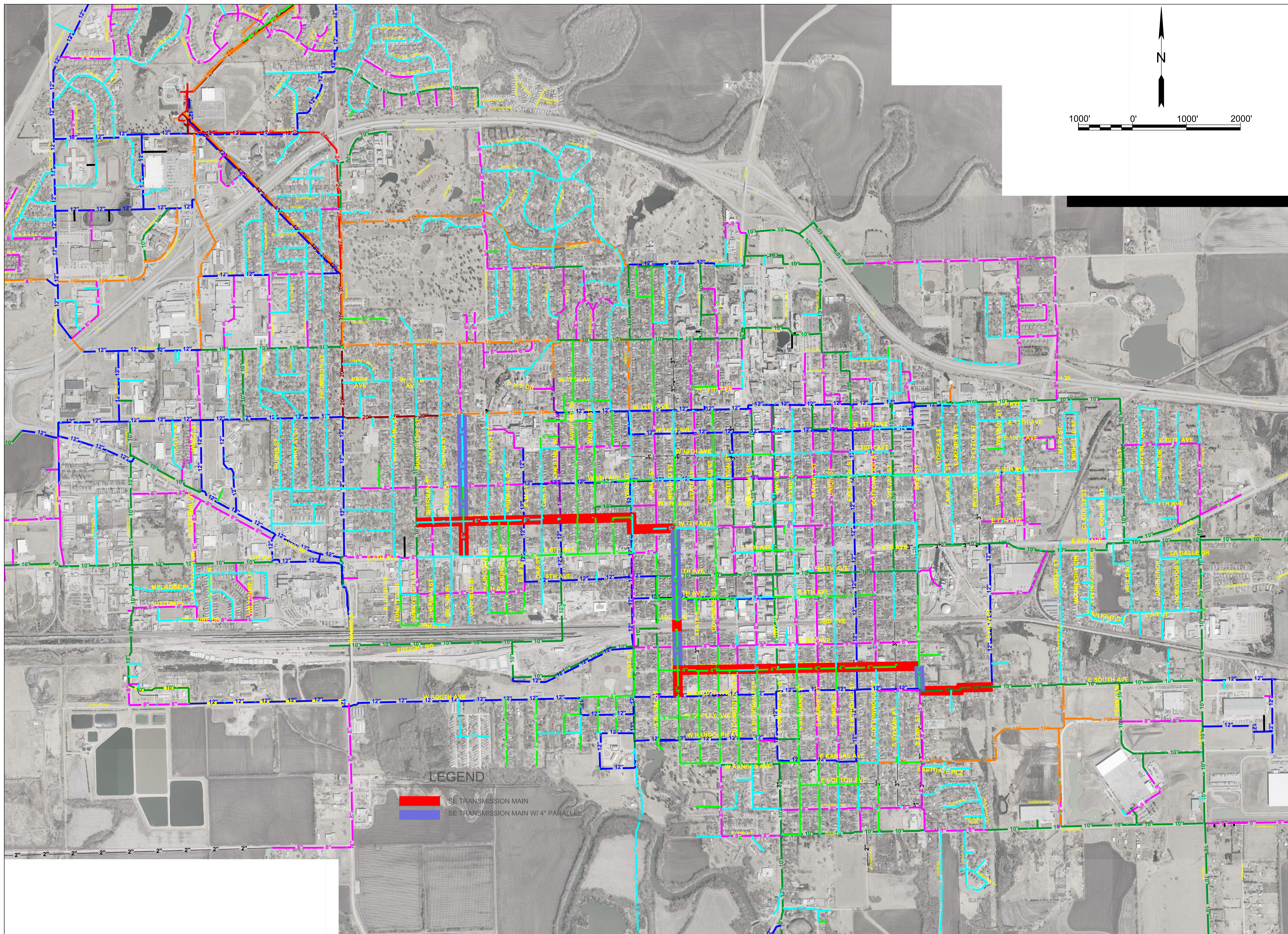
ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23324295

BATCH: 2740855

Page 70 of 81



City of Emporia, Kansas
SE Transmission Main (Section A)
Garfield (12th to 6th) & 9th Ave (Sunnyslope to West)
 Engineer's Opinion of Probable Cost
20-1106E
May 9, 2023

No	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization and Incidentals	Lump Sum		\$ 160,000.00	\$ 160,000.00
2	20" Waterline (In Place)	5,200	Lin Ft	\$ 200.00	\$ 1,040,000.00
3	10" Waterline (In Place)	1,500	Lin Ft	\$ 100.00	\$ 150,000.00
4	4" Waterline (In Place)	2,000	Lin Ft	\$ 50.00	\$ 100,000.00
5	HDPE Service Line (In Place)	1,200	Lin Ft	\$ 30.00	\$ 36,000.00
6	HDPE Service Line (Directional Bore)	2,000	Lin Ft	\$ 40.00	\$ 80,000.00
7	5/8" Service Assembly w/o Meter	80	Each	\$ 1,200.00	\$ 96,000.00
8	2" Service Assembly w/o Meter	9	Each	\$ 3,000.00	\$ 27,000.00
9	20" Butterfly Valve w/Box	10	Each	\$ 11,000.00	\$ 110,000.00
10	4" Gate Valve w/Box	10	Each	\$ 2,000.00	\$ 20,000.00
11	Fire Hydrant Setting	12	Each	\$ 8,500.00	\$ 102,000.00
12	Remove & Replace Surfacing (Concrete)	3,750	Sq Yds	\$ 150.00	\$ 562,500.00
13	Connection to Existing Waterline	23	Each	\$ 5,000.00	\$ 115,000.00
14	Flowable Fill	2,200	Cu Yds	\$ 160.00	\$ 352,000.00
Subtotal Construction Cost					\$ 2,950,500.00
10 %Construction Contingencies					\$ 295,050.00
Total Construction Cost					\$ 3,245,550.00
Design Engineering					\$ 290,000.00
Construction Observation					\$ 218,000.00
Construction Engineering					\$ 57,000.00
Grant Administration					
Legal Administration					
Temporary Financing					
Bond Counsel					
Total Opinion of Cost					\$ 3,810,550.00



City of Emporia, Kansas
SE Transmission Main Improvements (Section D)
7th Ave (West to Neosho) & Neosho (7th to South Ave.)
Engineer's Opinion of Probable Cost
20-1106E
May 9, 2023

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization and Incidentals	Lump Sum		\$ 115,000.00	\$ 115,000.00
2	30" Casing (Jack & Bore)	300	Lin Ft	\$ 500.00	\$ 150,000.00
3	20" Waterline (In Place)	3,800	Lin Ft	\$ 200.00	\$ 760,000.00
4	20" Waterline (Carrier pipe)	300	Lin Ft	\$ 150.00	\$ 45,000.00
5	12" Waterline (In Place)	350	Lin Ft	\$ 125.00	\$ 43,750.00
6	4" Waterline (In Place)	2,400	Lin Ft	\$ 50.00	\$ 120,000.00
7	HDPE Service Line (In Place)	88	Lin Ft	\$ 30.00	\$ 2,640.00
8	HDPE Service Line (Directional Bore)	9	Lin Ft	\$ 40.00	\$ 360.00
9	5/8" Service Assembly w/o Meter	62	Each	\$ 1,200.00	\$ 74,400.00
10	2" Service Assembly w/o Meter	28	Each	\$ 3,000.00	\$ 84,000.00
11	20" Butterfly Valve w/Box	8	Each	\$ 11,000.00	\$ 88,000.00
12	4" Gate Valve w/Box	11	Each	\$ 2,000.00	\$ 22,000.00
13	Fire Hydrant Setting	7	Each	\$ 8,500.00	\$ 59,500.00
14	Remove & Replace Surfacing (Concrete)	1,170	Sq Yds	\$ 150.00	\$ 175,500.00
15	Remove & Replace Surfacing (Brick)	750	Sq Yds	\$ 200.00	\$ 150,000.00
16	Connection to Existing Waterline	17	Each	\$ 5,000.00	\$ 85,000.00
17	Flowable Fill	1,300	Cu Yds	\$ 160.00	\$ 208,000.00
Subtotal Construction Cost					\$ 2,183,150.00
10 %Construction Contingencies					\$ 218,315.00
Total Construction Cost					\$ 2,401,465.00
Design Engineering					\$ 145,000.00
Design Engineering RR Xing					\$ 70,230.00
Construction Observation					\$ 109,000.00
Construction Engineering					\$ 42,000.00
Railroad Permit					\$ 15,000.00
Grant Administration					
Legal Administration					
Temporary Financing					
Bond Counsel					
Total Opinion of Cost					\$ 2,782,695.00

City of Emporia, Kansas

SE Transmission Main Improvements (Section E)

1st Ave (Neosho to East) & East St (1st to South) & South Ave (East to Peyton)

Engineer's Opinion of Probable Cost

20-1106E

June 13, 2023

No	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization and Incidentals	Lump Sum		\$ 155,000.00	\$ 155,000.00
2	20" Waterline (In Place)	5,700	Lin Ft	\$ 200.00	\$ 1,140,000.00
3	HDPE Service Line (In Place)	1,270	Lin Ft	\$ 30.00	\$ 38,100.00
4	HDPE Service Line (Directional Bore)	1,030	Lin Ft	\$ 40.00	\$ 41,200.00
5	5/8" Service Assembly w/o Meter	39	Each	\$ 1,200.00	\$ 46,800.00
6	2" Service Assembly w/o Meter	4	Each	\$ 2,000.00	\$ 8,000.00
7	20" Butterfly Valve w/Box	7	Each	\$ 11,000.00	\$ 77,000.00
8	Fire Hydrant Setting	8	Each	\$ 8,500.00	\$ 68,000.00
9	Remove & Replace Surfacing (Concrete)	4,400	Sq Yds	\$ 150.00	\$ 660,000.00
10	Remove & Replace Surfacing (Sidewalk)	200	Sq Yds	\$ 100.00	\$ 20,000.00
11	Connection to Existing Waterline	23	Each	\$ 5,000.00	\$ 115,000.00
12	Flowable Fill	2,100	Cu Yds	\$ 160.00	\$ 336,000.00
Subtotal Construction Cost					\$ 2,705,100.00
10 %Construction Contingencies					\$ 270,510.00
Total Construction Cost					\$ 2,975,610.00
Design Engineering					\$ 265,000.00
Construction Observation					\$ 199,000.00
Construction Engineering					\$ 52,000.00
Grant Administration					
Legal Administration					
Temporary Financing					
Bond Counsel					
Total Opinion of Cost					\$ 3,491,610.00

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
 ACT AGAINST DISCRIMINATION
 CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY _____

CONTRACTOR'S
SIGNATURE _____

TITLE _____

KPWSLF NO. _____

DATE _____



KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor 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 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor 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 contractor. 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.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

