



Emporia
Kansas

**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, AUGUST 2, 2023 AT 11:00 PM
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) **CDBG-CVR Grant Public Hearing.**

Presented by: Mark Detter, Assistant City Manager, and Garrett Nordstron, Governmental Assistance Services

Recommended Action: Conduct CDBG-CVR Grant Public Hearing.

2) **Ordinance No. 23-21 Adopting Standard Traffic Ordinance for Kansas Cities 50th Edition.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Ordinance No. 23-21 Adopting Standard Traffic Ordinance for Kansas Cities 50th Edition.

3) **Ordinance 23-22 Adopting Uniform Public Offense Code for Kansas Cities, 39th Edition.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Ordinance 23-22 Adopting Uniform Public Offense Code for Kansas Cities, 39th Edition.

4) **Resolution No. 3701 for Sunset Lake Stormwater Pond Improvements.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve Resolution No. 3701 for Sunset Lake Stormwater Pond Improvements.

5) **Ordinance No. 23-23 for Sunset Lake Stormwater Pond Benefit District.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve Ordinance No. 23-23 for Sunset Lake Stormwater Pond Benefit District.

6) **Mahtropolis Addition Paving Project Award, Project No. HD23MAHT.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Staff recommends awarding the project to Bruce Davis Construction, LLC., for the total bid amount of \$500,155.30.

7) **Southeast Transmission Main Design Contract with BG Consultants.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve Southeast Transmission Main Design Contract with BG Consultants.

8) **Award Bid for 12th Avenue Elevated Storage Tank.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve Award Bid for 12th Avenue Elevated Storage Tank.

9) **12th Avenue Elevated Storage Tank Design Contract with ESU.**

Presented by: Trey Cocking, City Manager

Recommended Action: Approve 12th Avenue Elevated Storage Tank Design Contract with ESU.

10) **Purchase of Turbidimeters from Hatch Company.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve the purchase of turbidimeters from Hach Company for \$56,097.00.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for 07-19-2023.
- 2) South Arundel Sanitary Sewer Change Order No. 1, Project No. SS1903.

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 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.

Recess into Executive Session to discuss confidential matters of a third party relating to

economic development projects for 30 minutes, inviting Rick Worner, Developer; Jim Witt, Special Projects Coordinator; and Tayler Wash, Special Projects Director; and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Proposed Revisions to Kansas Statue Related to RHID.
- 2) Wastewater Treatment Plant Instrumentation.
- 3) Discuss Board Appointment Policy.
- 4) Discuss Homelessness Advisory Board Commissioners.

ADJOURNMENT



Commission Action Report

CDBG-CVR Grant Application Public Hearing

Title: CDBG-CVR Grant Application Public Hearing

Agenda Date: August 2, 2023

Presented By: Mark Detter, Assistant City Manager

Background:

The City of Emporia, Kansas will be holding a public hearing on Wednesday, August 2, 2023, at 11:00 a.m. in City Commission Room located at 518 Mechanic, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Development Block Grant under the Economic Development category-COVID Resiliency.

Discussion:

The City of Emporia is applying for a CDBG-CVR (Future COVID Resiliency) grant from the Department of Commerce to provide aid to For-Profit Restauranters/Retailers that are under IRS classifications for S-Corp, Sole Proprietors, and LLC businesses. It is a federal program with a significant number of requirements. As a result, completing the initial survey is not a guarantee of any funds being awarded to potential applicants. However, only providers who complete the initial survey and follow up with the representatives from Governmental Assistance Services to verify qualifications are included in the application and eligible for funding. Information is due by noon, Friday, August 11th.

Garrett Nordstrom of Governmental Assistance Services will be present to discuss CVR Grant

Financial considerations:

No city funds are required at this time.

Recommended action:

Receive public input on Grant.

Attachments:

Public Hearing Notice.

Initial Survey and grant information. www.emporiaks.gov/grantsurvey



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **The Emporia Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at (620) 342-4800.

Notice ID: JWbayLxNHCHVXp3K4mBD | Proof Updated: Jul. 14, 2023 at 09:29am CDT
Notice Name: CDBG CVR Public Hearing Notice

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR	
Kerry Sull	The Emporia Gazette	
ksull@emporia-kansas.gov		
(620) 343-4268		
Columns Wide: 1	Ad Class: Legals	
07/25/2023: Custom Notice		31.00
	Subtotal	\$31.00
	Tax	\$0.00
	Processing Fee	\$3.10
	Total	\$34.10

(First Published in the Emporia Gazette on July 25, 2023).

Public Hearing Notice
CDBG CVR APPLICATION
The City of Emporia will hold a public hearing on Wednesday, August 2, 2023, at 11:00 AM in the City Commission Room located at 518 Mechanic St. for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the CVR category. A specific project application to be discussed will be to provide funds to local for-profit businesses to adopt innovative solutions to become more resilient to pandemics like COVID-19. All project activities will occur within the city limits of Emporia, KS. The estimated project cost will be \$150,000 with the grant request of \$150,000. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the City of Emporia's CDBG Citizen Participation Plan. If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Brandi Galbreath, ADA Coordinator at least 48 hours before the public hearing at 620-343-4291 or bgalbreath@emporiaks.gov.



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Commission Action Report

Ordinance 23-21 Adopting Standard Traffic Ordinance for Kansas Cities, 50th Edition

Title: Ordinance 23-21 Adopting Standard Traffic Ordinance for Kansas Cities, 50th Edition

Agenda Date: August 2, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The League of Kansas Municipalities *annually publishes the Standard Traffic Ordinance for Kansas Cities* which incorporates traffic law changes from the most recent legislative session.

Discussion:

The 50th Edition of the *Standard Traffic Ordinance for Kansas Cities* includes changes to the following sections:

Section 163. Additional Lighting Equipment.

- Defines "Ground effect lighting"

Section 179. Spilling Loads on Highways Prohibited.

- Adds subsection (a)(2)(A)(iii) providing exception to certain requirements for trucks, trailers, or semitrailers when hauling cotton bales.
- Adds subsection (a)(2)(B) providing exception to certain requirements for trailers or semitrailers used for hauling livestock when livestock are not being hauled.

Section 194. Driving While License Canceled, Suspended, or Revoked; Penalty.

- Removes, for a first-time offender, the mandatory term of imprisonment for driving with a driver's license that was canceled, suspended, or revoked for failure to appear in response to a traffic citation or failure to pay fines or otherwise comply with a traffic citation

Financial considerations:

The City has purchased copies of the booklet. The City will pay the cost of publication of Ordinance 23-21.

Recommended action:

Approve Ordinance 23-21 Adopting *Standard Traffic Ordinance for Kansas Cities*, 50th Edition

Attachments:

Ordinance 23-21 Adopting *Standard Traffic Ordinance for Kansas Cities*, 50th Edition

ORDINANCE NO. 23-21

AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE THE *STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES* 50TH EDITION, AMENDING SECTION 25-21 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, AND REPEALING SAID SECTION AS IT EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE.

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

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

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

(a) *Adopted:* There is hereby incorporated by reference, for the purpose of regulating traffic within the corporate limits of the City, that certain standard traffic ordinance known as the *Standard Traffic Ordinance for Kansas Cities*, 50th Edition, 2023, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three (3) copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Section 25-21 of the Code of the City of Emporia, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

(b) *Amendments and Deletions:* The *Standard Traffic Ordinance for Kansas Cities*, 50th Edition, 2023, is hereby amended in the following respects:

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

“(c) Articles 7, 8, 9, 10, 11, 13 and 14 of The Standard Traffic Ordinance for Kansas Cities, 50th Edition, 2023, shall be applied to private drives, private parking areas and private streets within the corporate limits of the City of Emporia, Kansas, only if requested in writing by the owner of the property and authorized by the Governing Body with appropriate signage stating, ‘THE TRAFFIC ORDINANCES OF THE CITY OF EMPORIA, KANSAS, AS AMENDED, ARE ENFORCED UPON THIS PROPERTY PURSUANT TO CITY CODE SEC. 25-21’.”

(2) Sections 30.4 and 105 are hereby deleted.

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

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

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

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

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

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

- (6) Section 126 is hereby deleted.

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

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

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

"(d) Micro utility trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city. No micro utility truck shall be operated on any public highway, street, road or alley unless such vehicle shall comply with the equipment requirements under the provisions of article 17, chapter 8 of the Kansas Statutes Annotated. Every person operating a micro utility truck on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law. A violation of this section shall be deemed an ordinance traffic infraction. No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2023 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect."

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

“(d) A golf cart may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city. Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law. A violation of this section shall be deemed an ordinance traffic infraction. No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver’s license. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2023 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.”

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

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

Section 2. PENALTY FOR SCHEDULED FINES.

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

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

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

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

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 2nd day of August 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Ordinance 23-22 Adopting Uniform Public Offense Code for Kansas Cities, 39th Edition

Title: Ordinance 23-22 Adopting Uniform Public Offense Code for Kansas Cities, 39th Edition

Agenda Date: August 2, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The League of Kansas Municipalities annually publishes the Uniform Public Offense Code for Kansas Cities which incorporates Kansas state criminal law changes from the most recent legislative session.

Discussion:

The 39th Edition of the Uniform Public Offense Code for Kansas Cities includes changes to the following sections:

Section 1.1 Definitions
Section 3.2.3 Battery Against a Health Care Provider
Section 3.6 Unlawful Restraint
Section 3.13 Stalking
Section 5.5 Watercraft; Lifesaving Devices Required
Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor
Section 6.7 Criminal Trespass
Section 6.22 Criminal Hunting
Section 6.27 Counterfeit Airbag Violation
Section 7.2 Interference with Law Enforcement
Section 10.5 Unlawful Discharge of a Firearm
Section 10.30 Operating an Aircraft Under the Influence
Section 11.3 Commercialization of Wildlife
Section 11.11 Cruelty to Animals

Financial considerations:

The City has purchased copies of the booklet. The City will pay the cost of publication of Ordinance 23-22.

Recommended action:

Approve Ordinance 23-22 Adopting *Uniform Public Offense Code for Kansas Cities*, 39th Edition

Attachments:

Ordinance 23-22 Adopting *Uniform Public Offense Code for Kansas Cities*, 39th Edition

ORDINANCE NO. 23-22

AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE THE *UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES*, 39TH EDITION, AMENDING SECTION 16-4 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, AND REPEALING SAID SECTION AS IT EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE

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

Section 1. That Section 16-4 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Section 16-4. Uniform Public Offense Code for Kansas Cities Adopted; Amendments and Deletions:

- (a) *Adopted.* There is hereby incorporated by reference for the purpose of regulating various public offenses within the corporate limits of the City of Emporia, Kansas, that certain code known as the *Uniform Public Offense Code*, 39th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted. One official copy of said Uniform Public Offense Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. 23-22,” with all sections or portions thereof intended to be omitted clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

- (b) *Amendments and Deletions.* The *Uniform Public Offense Code*, 39th Edition is hereby amended in the following respects:
 - a. Section 3.2.1 Sexual Battery is hereby omitted and deleted
 - b. Section 3.8 Violation of Protection from Abuse Order is hereby omitted and deleted.
 - c. Section 3.8.1 Violation of a Protective Order is hereby omitted and deleted.
 - d. Section 5.1.2 Unlawful Possession of a Visual Depiction of a Child is hereby omitted and deleted.
 - e. Section 5.1.3 Unlawful Transmission of a Visual Depiction of a Child is hereby omitted and deleted.
 - f. Section 7.15 Intimidation of a Witness or Victim is hereby omitted and deleted.
 - g. Section 9.9.3 Unlawful Distribution of Controlled Substances is hereby omitted and deleted.
 - h. Section 9.9.4 Unlawful Possession of Controlled Substances is hereby omitted and deleted.
 - i. Section 9.9.5 Unlawful Possession of a Simulated Substance is hereby omitted and deleted.
 - j. Section 10.23 Trafficking in Counterfeit Drugs is hereby omitted and deleted.
 - k. Section 11.1 Promoting Obscenity is hereby omitted and deleted.

- l. Section 11.2 Promoting Obscenity to Minors is hereby omitted and deleted.
- m. Sub-section 10.24(c) relating to exemptions from Prohibited Smoking is hereby omitted and deleted.
- n. Sub-section 10.24(d)(3) relating to exemptions from Prohibited Smoking is hereby omitted and deleted.
- o. Sub-section 10.24(d)(5) relating to exemptions from Prohibited Smoking is hereby omitted and deleted.
- p. Sub-section 10.24(d)(6) relating to exemptions from Prohibited Smoking is hereby omitted and deleted.”

Section 2. That Section 16-4 of the Code of the City of Emporia, Kansas as it existed prior to the adoption of this ordinance is hereby repealed.

Section 3. This ordinance shall take effect upon its publication in the official City newspaper.

Section 4. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, Kansas as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 2nd day of August 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Resolution No. 3701
for Sunset Lake Stormwater Pond Improvements

Title: Resolution No. 3701 for Sunset Lake Stormwater Pond Improvements

Agenda Date: August 2, 2023

Presented By: James Ubert, City Engineer

Background:

As previously discussed at the July 19th City Commission Study Session. The Engineering Department has been 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:

Approval of resolution for the improvements of Sunset Lake stormwater pond.

Financial considerations:

The City will pay the initial costs of the project, but homeowners will make annual payments as part of their property tax bill and will pay 100% of the project cost and any interest over a 15-year period.

Recommended action:

Approve Resolution No. 3701 for Sunset Lake Stormwater Pond Improvements.

Attachments:

Resolution No. 3701

Easement Exhibit

Sunset Lake Addition Replat Map

homeowner petition

(Published in the *Emporia Gazette* on August __, 2023)

RESOLUTION NO. 3701

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 July 25, 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 August 17, 2022, 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 March 1, 2022.

(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.

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ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas, on August 2, 2023.

CITY OF EMPORIA, KANSAS

[seal]

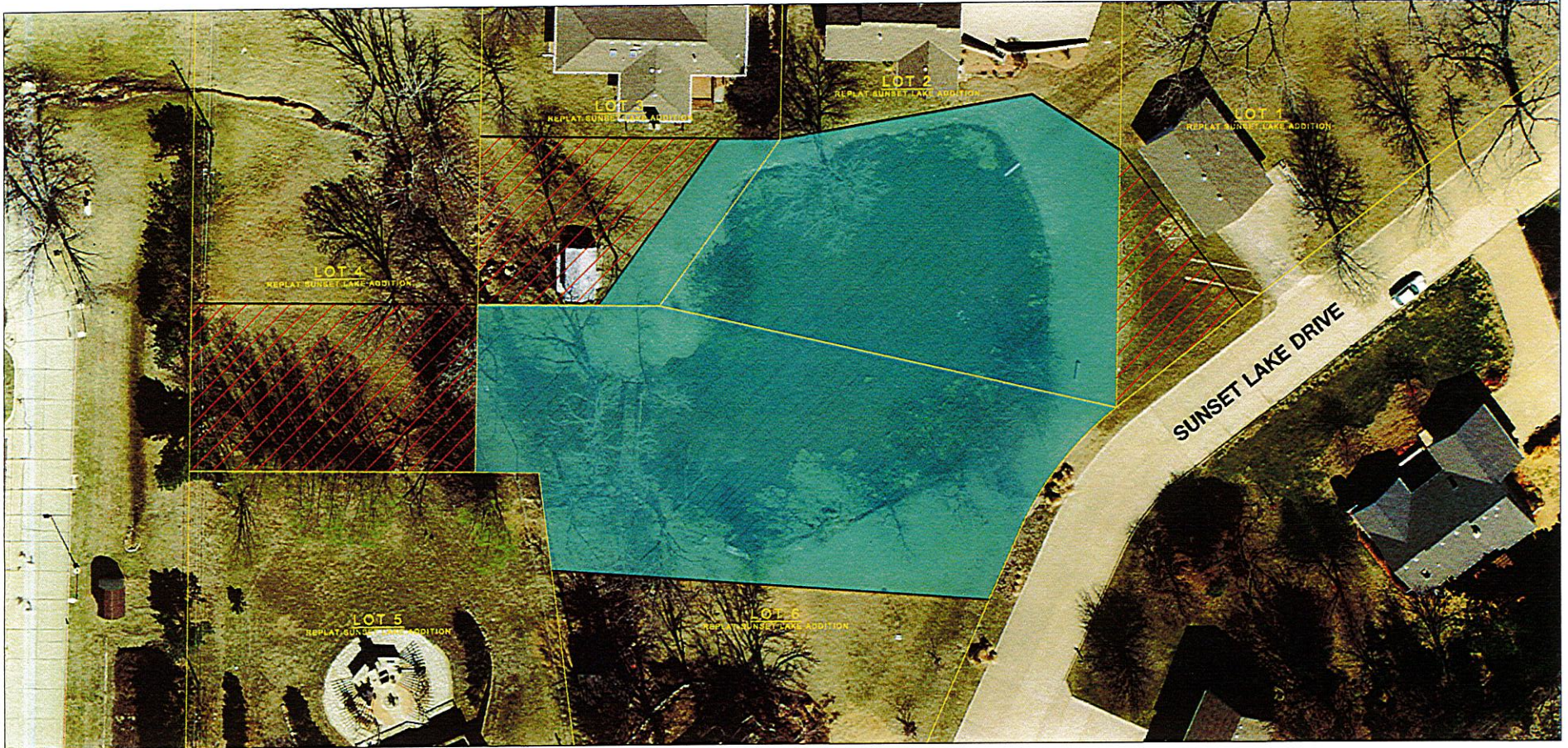
Susan Brinkman, Mayor

ATTEST:




Kerry Sull, City Clerk

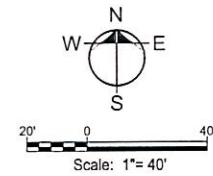
EASEMENT EXHIBIT

SWEDE'S POND, EMPORIA, KANSAS

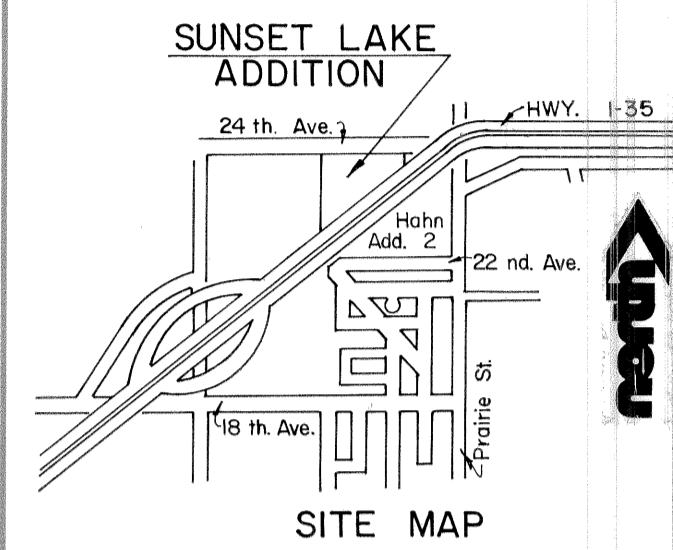
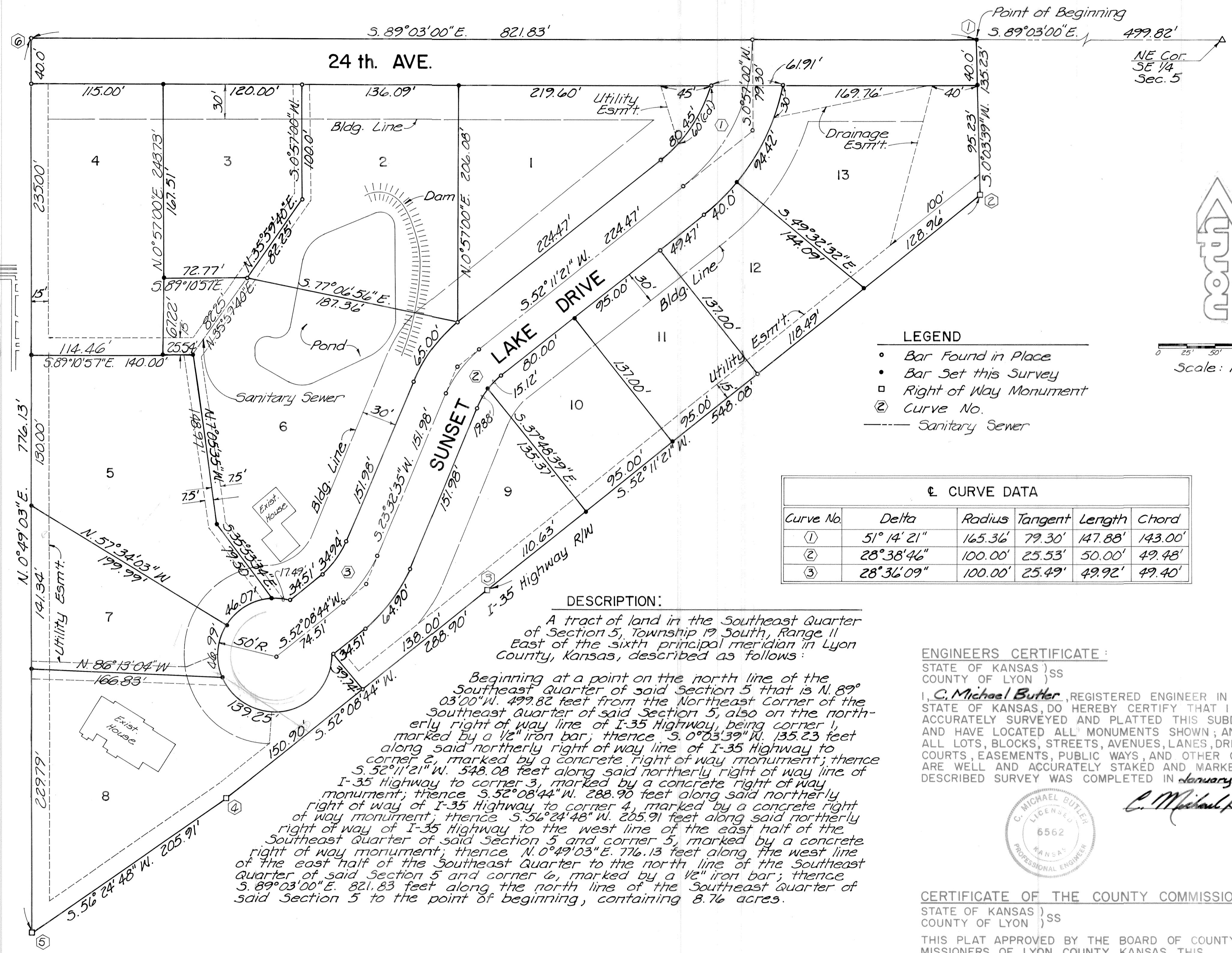


LEGEND

-  Permanent Easement
-  Temporary Easement
-  Property Line



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



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 PLATTED 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 COUNTY, KANSAS; THE LANES, DRIVES, COURTS, STREET AND AVENUE ARE HEREDICATED TO AND FOR THE USE OF PUBLIC, AND EASEMENTS AS INDICATED ON THE ACCOMPANYING PLAT ARE HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING ALL PUBLIC UTILITIES.

Terry L. Smith
Charles E. Lawson
Kim E. Carlson

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 E. Lawson, and Kim E. Carlson 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. Crippen
 NOTARY PUBLIC Thomas E. Crippen

MY COMMISSION EXPIRES: June 29, 1982

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

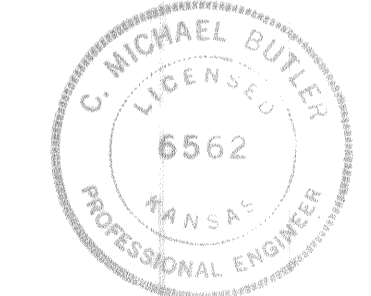
Scale: 1" = 50'

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 northerly 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 line 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 line 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.

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 COMMISSIONERS 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

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.

Jinda C. Dlag
 CHAIRMAN
Funnel Schoonberger
 SECRETARY

CERTIFICATE OF THE CITY COMMISSION:
 STATE OF KANSAS)
 COUNTY OF LYON) SS
 THIS PLAT APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF EMPORIA, KANSAS, THIS DAY OF April, 1981.

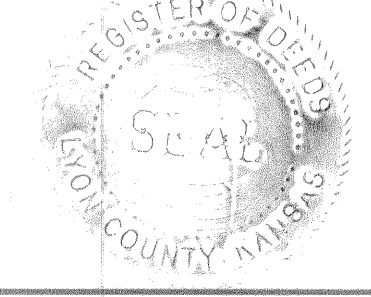
Alvin P. ...
 CITY CLERK

Leonard H. Dowe
 MAYOR

ACCESS CONTROL:

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.

Jlene Curris
 REGISTER OF DEEDS



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

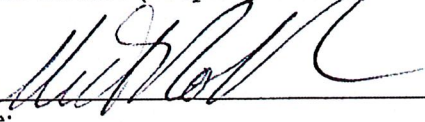
LEGAL DESCRIPTION

SIGNATURE

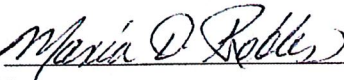
DATE

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)

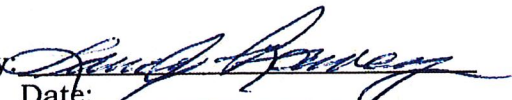
By: 
Date: _____

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

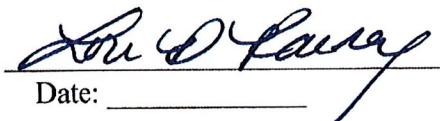
Except and subject to:

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: _____



Commission Action Report

Ordinance No. 23-23 Sunset Lake Addition
Pond Drainage

Title: Ordinance No. 23-23 Sunset Lake Addition Pond Drainage

Agenda Date: August 2, 2023

Presented By: James Ubert, City Engineer

Background:

As previously discussed at the City Commission Study Session on July 19th. The Engineering Department has been 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:

Approve the ordinance to authorize the construction of the stormwater pond.

Financial considerations:

The City will pay the initial costs of the project, but homeowners will make annual payments as part of their property tax bill and will pay 100% of the project cost and any interest over a 15-year period.

Recommended action:

Approve Ordinance No. 23-23 for Sunset Lake Pond Drainage.

Attachments:

Ordinance
Easement Exhibit
Sunset Lake Addition Replat Map
homeowner petition

(Published in the *Emporia Gazette* on August __, 2023)

ORDINANCE NO. 23-23

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF EMPORIA, KANSAS, AS DETERMINED ADVISABLE AND AUTHORIZED BY RESOLUTION NO. 3701 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. 3701 (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 August 2, 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 August 2, 2022, at 11:00 A.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. 3701.

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. 3701 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. 23-23.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

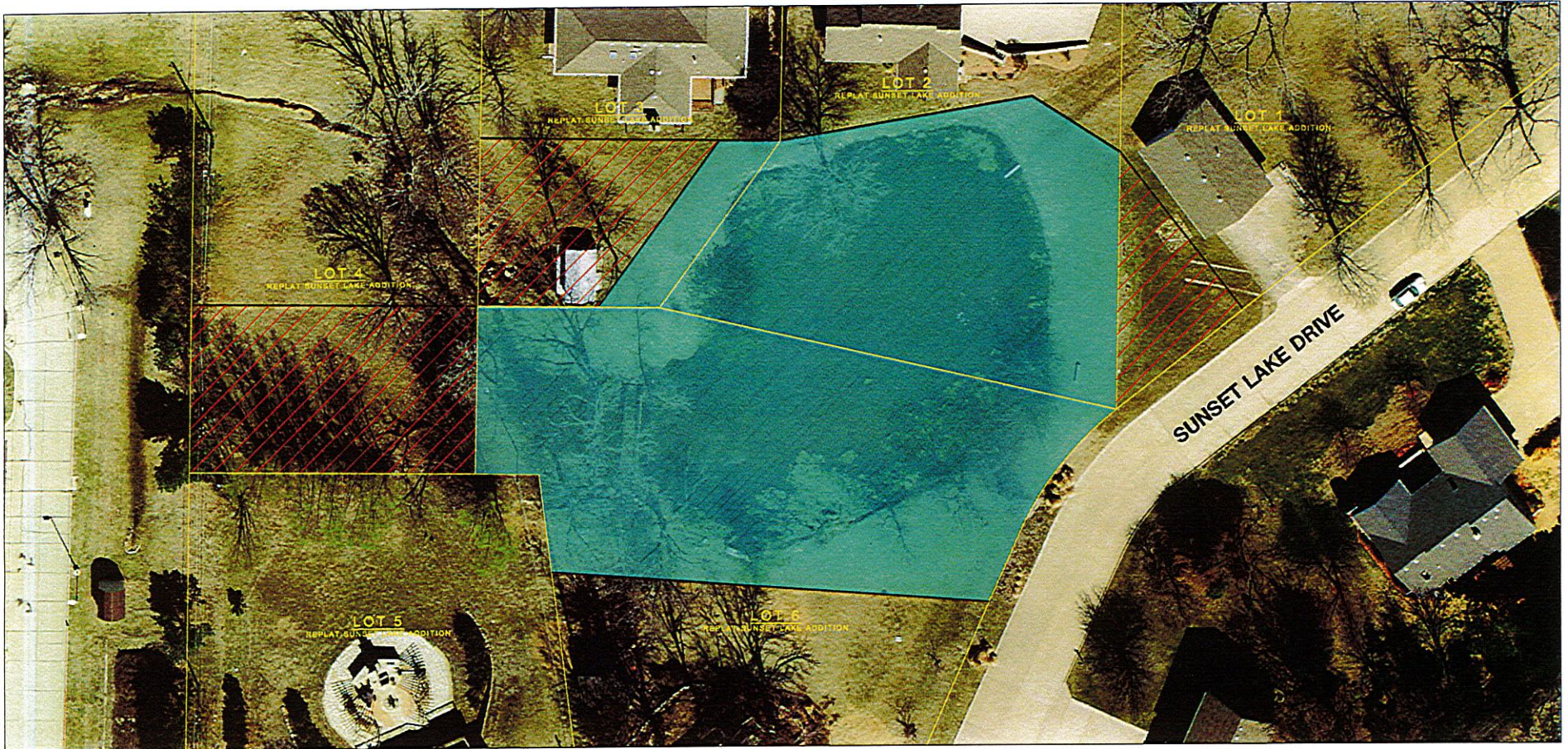
I certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the August 2, 2023 meeting of the governing body of the City of Emporia, Kansas.

[seal]




By _____
Kerry Sull, City Clerk

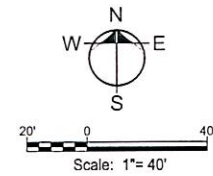
EASEMENT EXHIBIT

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

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 PLATTED 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 HEREDEDICATED TO AND FOR THE USE OF PUBLIC, AND EASEMENTS AS INDICATED ON THE ACCOMPANYING PLAT ARE HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING ALL PUBLIC UTILITIES.

Terry L. Smith
Charles E. Lawson
Kim E. Carlson

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 E. Lawson, and Kim E. Carlson 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. Crippen
 NOTARY PUBLIC Thomas E. Crippen

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.

Jinda C. Dlag
 CHAIRMAN
Raymond Schoonberger
 SECRETARY

CERTIFICATE OF THE CITY COMMISSION:

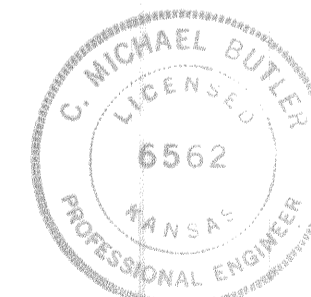
STATE OF KANSAS)
 COUNTY OF LYON) SS
 THIS PLAT APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF EMPORIA, KANSAS, THIS DAY OF April, 1981.

Leonore H. Dore
 MAYOR
Alvin P. ...
 CITY CLERK

ACCESS CONTROL:

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

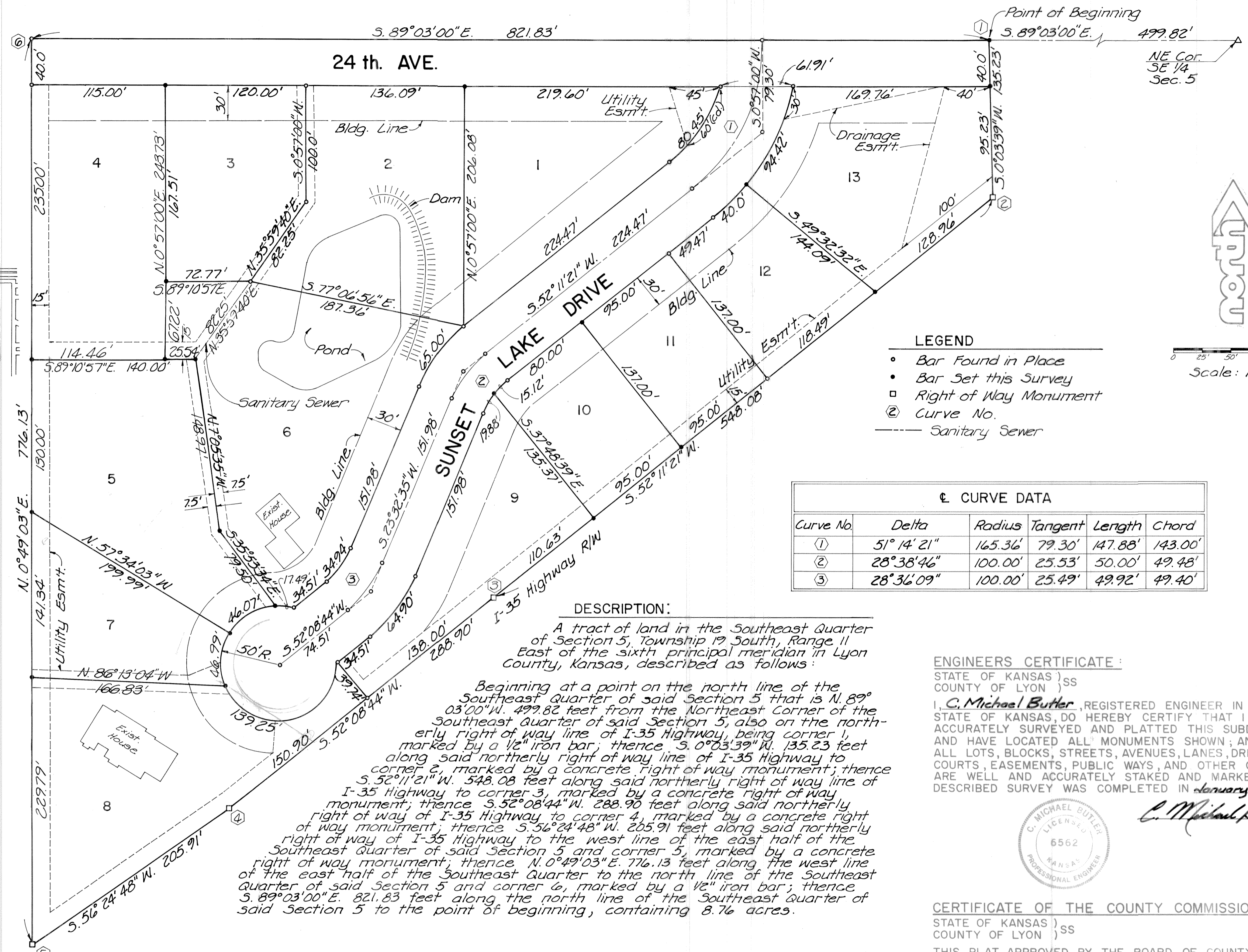
CERTIFICATE OF THE COUNTY COMMISSION:

STATE OF KANSAS)
 COUNTY OF LYON) SS
 THIS PLAT APPROVED BY THE BOARD OF COUNTY COMMISSIONERS 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



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

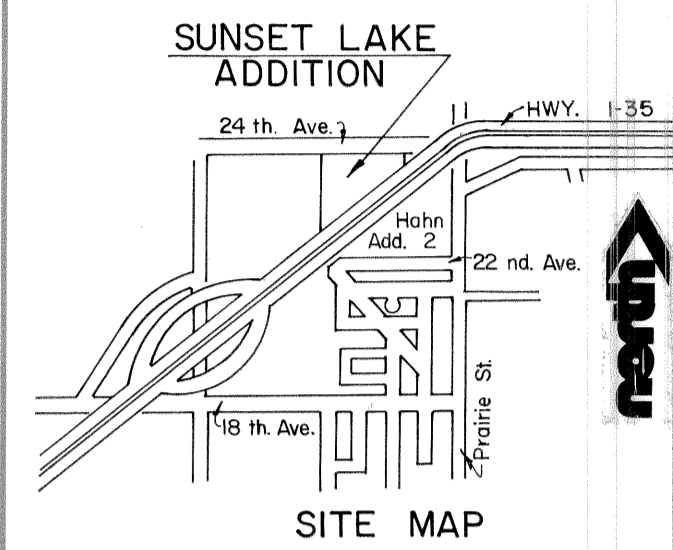
CURVE DATA

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:

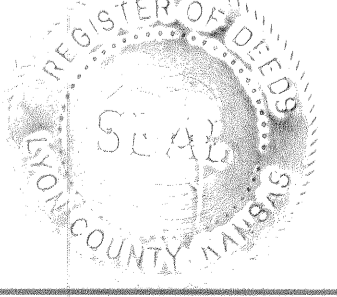
Beginning at a point on the north line of the Southeast Quarter of said Section 5 that is N. 89° 03' 00" W. 499.82 feet from the Northeast Corner of the Southeast Quarter of said Section 5, also on the northerly right of way line of I-35 Highway, being corner 1, marked by a 1/2" iron bar; thence S. 0° 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 line 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 line 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 UTILITY EASEMENT RIGHT-OF-WAY WHICH ARE SHOWN AS LYING BETWEEN THE DASHED LINES IN WIDTHS INDICATED AND AS SET FORTH ON THIS PLAT UNLESS OTHERWISE 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".



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.

Jlene Burris
 REGISTER OF DEEDS



DEPUTY

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

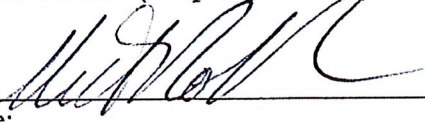
LEGAL DESCRIPTION

SIGNATURE

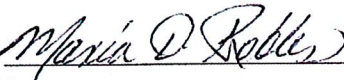
DATE

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)

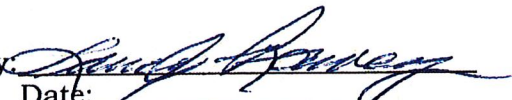
By: 
Date: _____

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

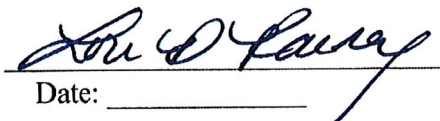
Except and subject to:

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: _____



Commission Action Report

Mahtropolis Addition Paving Project Award

Title: Mahtropolis Addition Paving Project Award, Project No. HD23MAHT
Agenda Date: August 2, 2023
Presented By: James M. Ubert, City Engineer

Background:

The Mahtropolis Addition will create 27 single-family houses along Mahnopoly Avenue and Riley Avenue. The paving improvements portion of this project will consist of paving improvements, sidewalk installation with ramps along with curb and gutter and stormsewer.

Discussion:

On 2:00 pm on Tuesday, July 25th, 2023, the City Engineer’s Office publicly opened bids for the Mahtropolis Addition Sanitary Paving Project No. HD23MAHT. The Engineering Office received three (3) bids for this project. The following are the totals for the bids received and Engineer’s Estimate provided by Kaw Valley Engineering:

Contractor	Base Bid	Add Alternate Bid	Total Bid
Bruce Davis Construction LLC	\$476,615.30	\$23,500.00	\$500,155.30
Rubick Construction	\$578,454.94	\$13,407.00	\$591,861.94
S.R. Coffman Construction	\$687,206.34	\$18,500.00	\$705,706.34
Engineer’s Estimate	\$573,623.00	\$15,000.00	\$588,623.00

Financial considerations:

Recommended action:

Staff recommends awarding the project to Bruce Davis Construction, LLC., for the total bid amount of \$500,155.30.

Attachments:

The bid tabulation is attached.

**CITY OF EMPORIA, KS
 BID TABULATION
 FOR CONSTRUCTION OF MAHTROPOLIS ADDITION (RILEY AVE TO TRUSLER RD) PAVEMENT IMPROVEMENTS
 PROJECT NO. HD23MAHT**

Bids Opened:
 2:00pm on 07/25/2023

Base Bid:			Bruce Davis Construction, LLC		Rubick Construction Inc		S.R. Coffman Construction Inc		ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$24,155.35	\$24,155.35	\$35,107.00	\$35,107.00	\$64,000.00	\$64,000.00	\$15,000.00	\$15,000.00
1	L.S.	Clearing & Grubbing	\$19,300.00	\$19,300.00	\$5,664.00	\$5,664.00	\$72,470.00	\$72,470.00	\$5,000.00	\$5,000.00
1,656	C.Y.	Excavation	\$7.50	\$12,420.00	\$14.40	\$23,846.40	\$4.60	\$7,617.60	\$5.00	\$8,280.00
1,490	C.Y.	Embankment	\$3.00	\$4,470.00	\$12.00	\$17,880.00	\$4.11	\$6,123.90	\$12.00	\$17,880.00
11,575	C.Y.	Contractor Provided Borrow	\$12.50	\$144,687.50	\$16.80	\$194,460.00	\$17.75	\$205,456.25	\$18.00	\$208,350.00
1	L.S.	Erosion Control	\$6,825.00	\$6,825.00	\$20,000.00	\$20,000.00	\$19,400.00	\$19,400.00	\$10,000.00	\$10,000.00
5.6	ACRE	Site restoration with Seeding & Mulch (Temp. Seed)	\$2,500.00	\$14,000.00	\$1,500.00	\$8,400.00	\$2,465.00	\$13,804.00	\$1,200.00	\$6,720.00
5.6	ACRE	Site restoration with Seeding & Mulch (Perm. Seed)	\$2,950.00	\$16,520.00	\$2,000.00	\$11,200.00	\$1,339.28	\$7,499.97	\$1,200.00	\$6,720.00
2	EA.	Type 22 Curb Inlet (6' x 4')	\$4,950.00	\$9,900.00	\$5,880.00	\$11,760.00	\$6,200.00	\$12,400.00	\$4,500.00	\$9,000.00
1	EA.	Type 22 Curb Inlet (6' x 5')	\$5,400.00	\$5,400.00	\$6,480.00	\$6,480.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
1	EA.	Type 22 Radius Inlet (6' x 4')	\$5,635.00	\$5,635.00	\$6,120.00	\$6,120.00	\$7,150.00	\$7,150.00	\$5,000.00	\$5,000.00
33	L.F.	Reinforced Concrete Pipe (12" RCP)	\$47.85	\$1,579.05	\$114.00	\$3,762.00	\$93.00	\$3,069.00	\$65.00	\$2,145.00
277	L.F.	Reinforced Concrete Pipe (15" RCP)	\$57.25	\$15,858.25	\$69.60	\$19,279.20	\$98.00	\$27,146.00	\$85.00	\$23,545.00
177	L.F.	Reinforced Concrete Pipe (18" RCP)	\$67.75	\$11,991.75	\$72.00	\$12,744.00	\$108.00	\$19,116.00	\$100.00	\$17,700.00
30	L.F.	HDPE 8"	\$35.00	\$1,050.00	\$92.40	\$2,772.00	\$55.00	\$1,650.00	\$55.00	\$1,650.00
1	EA.	End Sections (18" RCP)	\$657.50	\$657.50	\$1,440.00	\$1,440.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
24	C.Y.	Flowable Fill	\$120.00	\$2,880.00	\$144.00	\$3,456.00	\$269.79	\$6,474.96	\$125.00	\$3,000.00
1,433	S.Y.	Asphaltic Concrete (9") (Comm. Gr. Class A)	\$65.50	\$93,861.50	\$62.34	\$89,333.22	\$69.34	\$99,364.22	\$75.00	\$107,475.00
1,816	S.Y.	Aggregate Base - Type AB-3 (5")	\$11.40	\$20,702.40	\$16.32	\$29,637.12	\$14.09	\$25,587.44	\$25.00	\$45,400.00
246	S.Y.	Concrete Sidewalk (4")	\$63.00	\$15,498.00	\$71.00	\$17,466.00	\$76.50	\$18,819.00	\$25.00	\$6,150.00
12	S.Y.	Sidewalk Ramp	\$294.00	\$3,528.00	\$300.00	\$3,600.00	\$365.00	\$4,380.00	\$2,500.00	\$30,000.00
172	S.Y.	Concrete Pavement (8")	\$115.50	\$19,866.00	\$114.00	\$19,608.00	\$87.50	\$15,050.00	\$150.00	\$25,800.00
984	L.F.	Curb & Gutter (3" Roll)	\$26.25	\$25,830.00	\$35.00	\$34,440.00	\$42.00	\$41,328.00	\$12.00	\$11,808.00
TOTAL AMOUNT OF BASE BID:			<u>\$476,615.30</u>		<u>\$578,454.94</u>		<u>\$687,206.34</u>		<u>\$573,623.00</u>	

CITY OF EMPORIA, KS
 BID TABULATION
 FOR CONSTRUCTION OF MAHTROPOLIS ADDITION (RILEY AVE TO TRUSLER RD) PAVEMENT IMPROVEMENTS
 PROJECT NO. HD23MAHT

Bids Opened:

2:00pm on 07/25/2023

Base Bid:		Bruce Davis Construction, LLC	Rubick Construction Inc	S.R. Coffman Construction Inc	ENGINEER'S ESTIMATE					
Quantity	Units	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
Add Alternate Bid:										
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
100	S.Y.	Road Patching (8" HMA Comm. Gr. Class A) (Remove +6" AB-3 Subgrade & Replace)	\$235.00	\$23,500.00	\$134.07	\$13,407.00	\$185.00	\$18,500.00	\$150.00	\$15,000.00
TOTAL AMOUNT OF ADD ALTERNATE BID:				<u>\$23,500.00</u>		<u>\$13,407.00</u>		<u>\$18,500.00</u>		<u>\$15,000.00</u>
TOTAL AMOUNT OF BASE BID + ADD ALTERNATE BID:				<u>\$500,115.30</u>		<u>\$591,861.94</u>		<u>\$705,706.34</u>		<u>\$588,623.00</u>

Highlighted cells denotes corrected math



Commission Action Report

Southeast Transmission Main Design Contract with BG Consultants

Title: Southeast Transmission Main Design Contract with BG Consultants
Agenda Date: August 2, 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, 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 city's water distribution system. This transmission main also will have a 4-inch service main installed along the route, where needed to serve customers.

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.

Recommended Action:

Approve the contract with BG Consultants for the design of the Southeast Transmission Main.

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

12th 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:	<u>Bruce Boettcher</u>
Address:	<u>2508 W. 15th Ave.</u>
	<u>Emporia, KS 66801</u>
Phone:	<u>620.343.7842</u>

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

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	
	INSURER(S) AFFORDING COVERAGE	
INSURED BG Consultants, Inc. 4806 Vue Du Lac Manhattan, KS 66503	INSURER A: Berkley Insurance Company NAIC # 32603	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

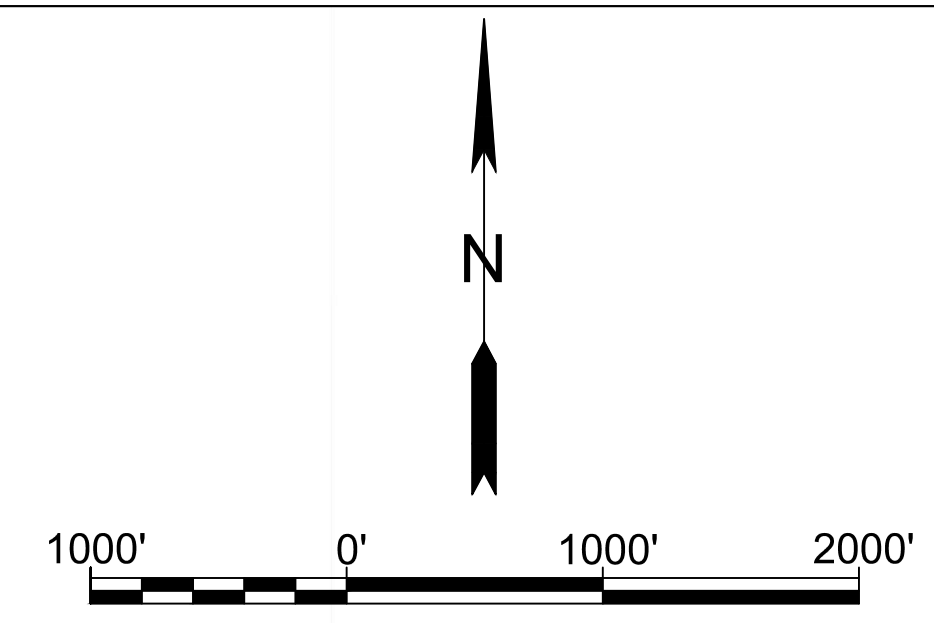
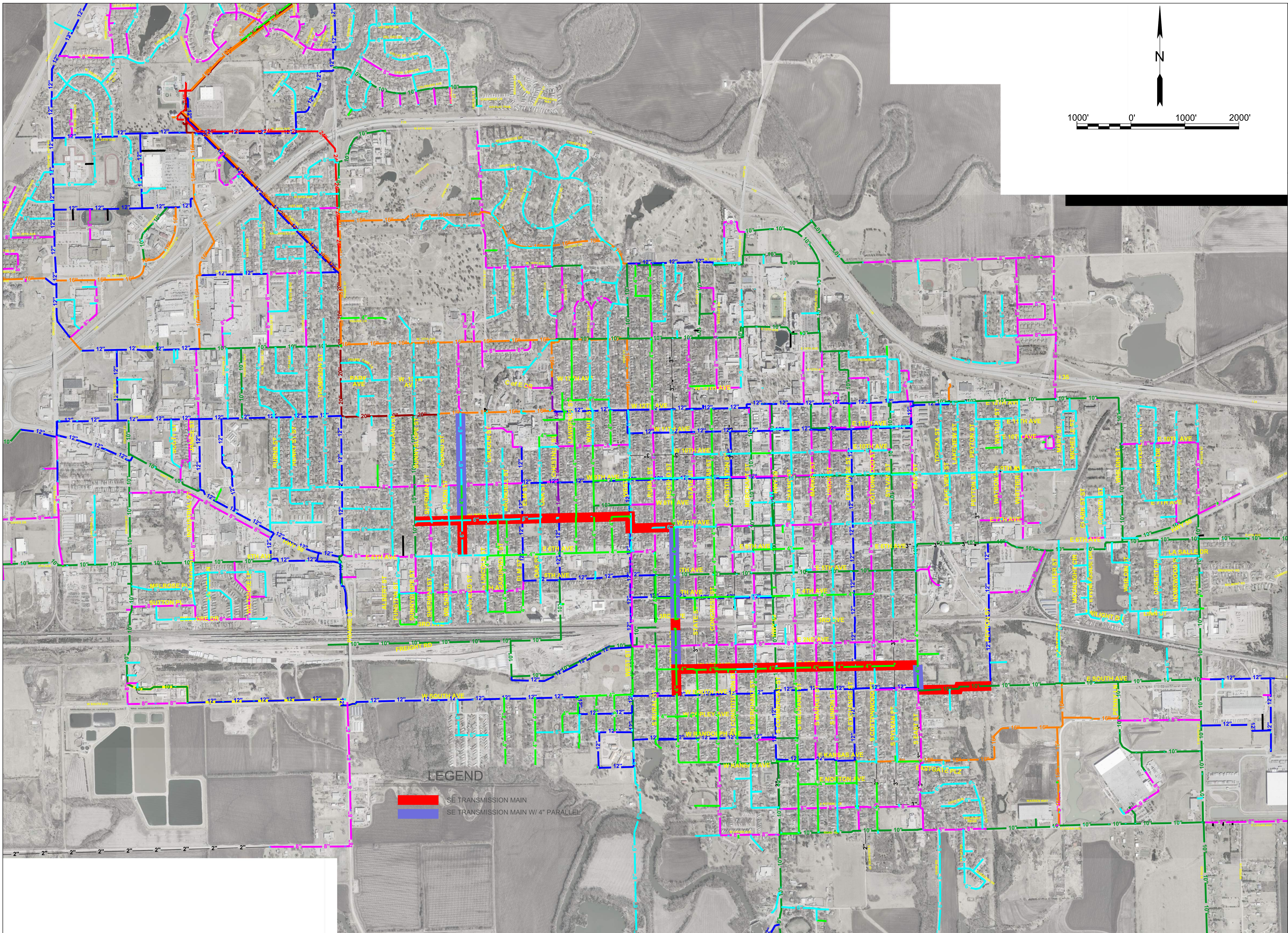
COVERAGES **CERTIFICATE NUMBER:** W26668775 **REVISION NUMBER:**

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 Sample COI	CANCELLATION 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 



LEGEND

- SE TRANSMISSION MAIN
- SE TRANSMISSION MAIN W/ 4" PARALLEL

Engineer:	BAB
Drafter:	DJG
Date:	6-13-22
Project No.	20-1106E
Sht. No.	Total Shts.
X	XX

City of Emporia, Kansas
SE Transmission Main (Section A)
Garfield (12th to 6th) & 9th Ave (Sunneyslope to West)
 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	\$ 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

<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	\$ 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.



Commission Action Report

Cleaning, Repairing, Painting, and Internal Mixing System of the 12th Avenue Elevated Storage Tank

Title: Cleaning, Repairing, Painting, and Internal Mixing System
of the 12th Avenue Elevated Storage Tank

Agenda Date: August 2, 2023

Presented By: Dean Grant, Director of Public Works

Background:

The 12th Avenue Elevated Storage Tank Cleaning, Repairing, Painting, and Internal Mixing System Project will rehab the storage that was constructed in 1989. The tank needs some structural repairs and a new interior and exterior coating to protect the structure. In addition, the tank will have a mixer installed to improve water quality, upgraded interior lighting, tank ventilation, and repair/upgrades to various safety features.

Discussion:

The Public Works Department opened bids on July 25, 2023, for the Cleaning, Repairing, Painting, and Internal Mixing System of the 12th Avenue Elevated Storage Tank. Bids were submitted both by mail and email, and they were opened publicly at Public Works. The bids were received as follows:

Company	Bid Price
J.R Stelzer Co.	\$ 684,385.00
Viking Painting, LLC	\$ 719,300.00
BRZ Coating, INC	\$ 817,000.00
Classic Protective Coatings	\$ 974,950.00
Tank Pro	\$ 1,182,176.00
TMI Coatings	\$ 1,776,000.00
Engineer's Estimate	\$ 827,000.00

Financial Considerations:

The cost would be bonded and paid from the water fund.

Recommended Action:

Award the contract for Cleaning, Repairing, & Painting & Internal Mixing System of the 12th Avenue Elevated Storage Tank project to J.R. Stelzer Co. for \$684,385.00.

Attachments:

Bid Tabulation Sheet

Bid Tabulation Sheet

Bid Opening Date: July 25, 2023
 Bid Opening Time: 2:00 PM

Cleaning, Repairing, & Painting
 Description: 1,000,000-Gallon Elevated Reservoir
 Bid Location: Emporia Public Works

Owner: City of Emporia, Kansas
 City Bid No.: WP2105

KLM Project No. : 4407-22
 ISG Project No.: 22-26365

Contractor	Bid Bond	Bid Item No. 1	Bid Item No. 2	Bid Item No. 3	Bid Item No. 4	Bid Item No. 5	Bid Item No. 6	Bid Item No. 7	Base Bid
		Structure Modifications	Internal Mixing System	Surface Repairs	Interior Wet Area Abrasive Blast & Coating	Interior Dry Area Abrasive Blast & Coating	Exterior Area Abrasive Blast & Coating & Containment	Mobilization	
Engineer's Estimate		Lump Sum	Lump Sum	\$ 120/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$827,000.00
		\$155,000.00	\$25,000.00	\$9,000.00	\$275,000.00	\$33,000.00	\$300,000.00	\$30,000.00	
JR Stelzer Co.	x	Lump Sum	Lump Sum	\$ 100/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$684,385.00
			\$165,900.00	\$33,000.00	\$7,500.00	\$190,535.00	\$12,000.00	\$265,450.00	
Viking Industrial Painting	x	Lump Sum	Lump Sum	\$ 200/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$719,300.00
			\$159,800.00	\$21,500.00	\$15,000.00	\$191,700.00	\$12,500.00	\$302,100.00	
BRZ Coatings, Inc.	x	Lump Sum	Lump Sum	\$ 80/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$817,000.00
			\$140,000.00	\$44,000.00	\$6,000.00	\$250,000.00	\$40,000.00	\$325,000.00	
Classic Protective Coatings, Inc.	x	Lump Sum	Lump Sum	\$ 110/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$974,950.00
			\$143,470.00	\$21,500.00	\$8,250.00	\$309,500.00	\$15,300.00	\$448,680.00	
Tank Pro, Inc.	x	Lump Sum	Lump Sum	\$ 250/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$1,182,716.00
			\$99,115.00	\$42,029.00	\$18,750.00	\$395,000.00	\$65,000.00	\$526,822.00	
TMI Coatings, Inc.	x	Lump Sum	Lump Sum	\$ 180/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$1,776,000.00
			\$190,000.00	\$38,000.00	\$13,500.00	\$535,500.00	\$50,000.00	\$829,000.00	



Commission Action Report

12th Avenue Elevate Storage Tank Design

Title: 12th Avenue Elevated Storage Tank Design and Contract
with Emporia State University

Agenda Date: August 2, 2023

Presented By: Trey Cocking, City Manager

Background:

Since the City announced that the 12th Avenue Water Tower needed to be repaired, painted, and upgraded, several discussions have taken place regarding its design. Emporia State University expressed their interest in partnering on the project by reaching out to the City. Additionally, the City contacted Flint Hills Tech College, USD 253, and the local veterans groups to explore other potential options.

After a series of conversations, it became evident that Emporia State University was the sole organization interested in partnering with the City on the project

Discussion:

N/A

Financial considerations:

The agreement with Emporia State provides that ESU will pay \$75,000 over 10 years for the right to appear on the Elevated Storage Tank.

Recommended action:

Approve ordinance.

Attachments:

Concept Design
Contract with ESU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) made this _____ day of _____, 2023, by and between City of Emporia, Kansas, a municipal corporation, hereinafter referred to as “City”, and Emporia State University, hereinafter referred to as “ESU” delineates the agreement of the parties regarding the painting of a mural on the water tower located at 812 E 12th Avenue in the City of Emporia, Kansas.

WITNESETH:

WHEREAS, City owns an elevated storage tank water tower located at 812 E 12th Avenue hereinafter referred to as “Tower”; and

WHEREAS, City is preparing to coat the Tower as part of a larger water tower maintenance project; and

WHEREAS, ESU desires that a mural be painted and displayed on the Tower depicting Emporia State University branding.

NOW, THEREFORE the parties agree as follows:

1. The term of this MOU shall be for a period of ten (10) years beginning on January 1, 2024.
2. City agrees to paint and display a mural depicting ESU branding on the Tower as depicted in Exhibit “A”, which is hereby incorporated by reference, as part of the water tower maintenance project.
3. City will not change or modify the mural design from the depiction in Exhibit “A” during the term of this MOU without written consent of ESU.
4. City will be responsible for costs associated with coating the water tower and maintaining the mural. City agrees to maintain the mural in good condition as determined by the City during the term of this MOU.
5. ESU agrees to pay City \$7,500.00 per year for mural placement and maintenance, with the first annual payment due January 1, 2024.


6. City shall retain all ownership rights with respect to the Tower and any mural painted thereon.
7. ESU shall retain intellectual property rights to visual depictions in which ESU has an existing copyright interest.
8. The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer/employee or principle/agent relationship.
9. This MOU may not be assigned without the written approval of both parties.
10. The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representations, oral or written, shall be binding or of any force or effect regarding the water tower mural. Further, this MOU may not be amended, modified, or terminated except in a written instrument signed by the duly authorized representatives of the parties hereto.

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

CITY OF EMPORIA, KANSAS

Susan Brinkman, Mayor

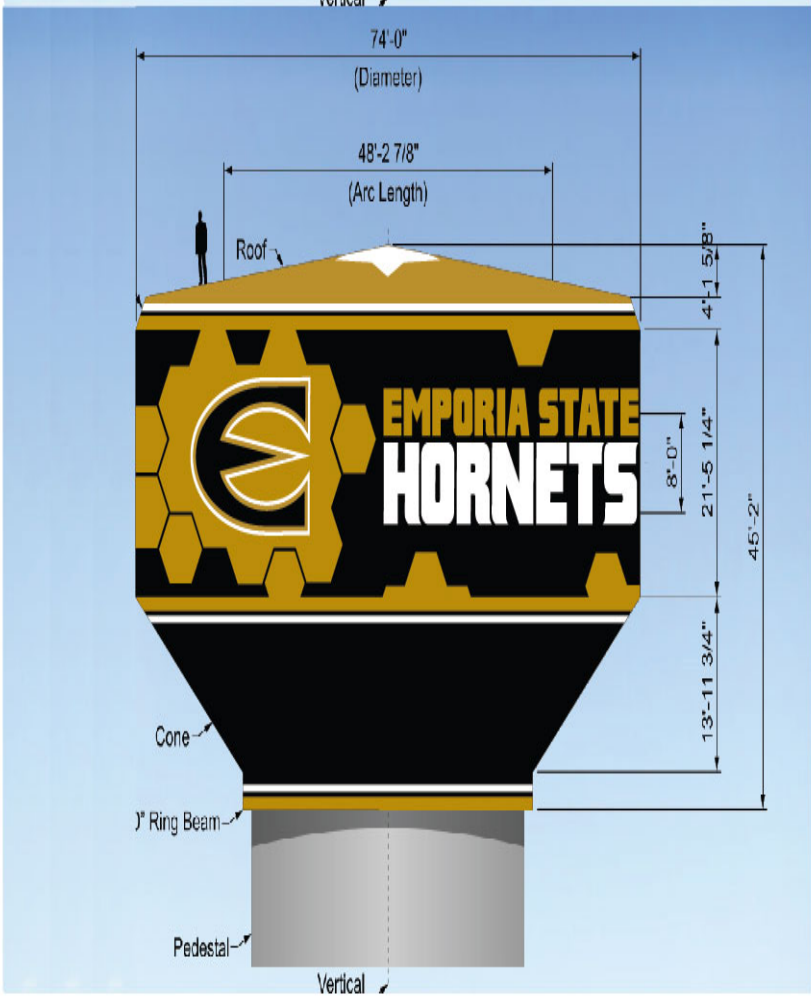
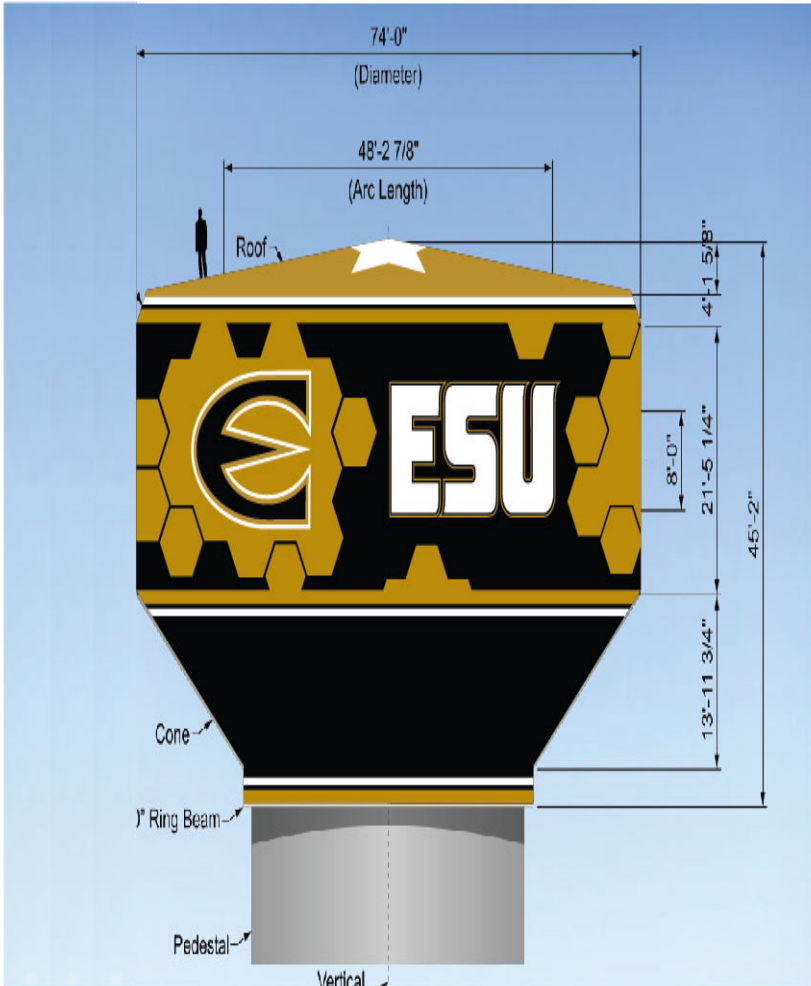
EMPORIA STATE UNIVERSITY



Kelly Heine, Vice President

Attest:

Kerry Sull, City Clerk





Commission Action Report

Purchase of Turbidimeters from Hach Company

Title: Purchase of Turbidimeters from Hach Company
Agenda Date: August 2, 2023
Presented By: Dean Grant, Director of Public Works

Background:

The water treatment plant purchased 9 turbidimeters to be placed on the pre-sedimentation basins, primary settling basins, and secondary settling basins. These units would require the addition of electricity to each location, pumps for getting water to each turbidimeter, and a shelter to protect the turbidimeters from freezing. The installation of the additional equipment would add significant cost to the project. Staff talked with our Hach Company sales representative, and she offered a different instrument as a solution. The Solitax Turbidity Probe will be immersed in the basins. There will still be some additional costs for getting electricity to the units, however, will be significantly cheaper for the overall project.

Discussion:

Staff would like to exchange the purchased turbidimeters for the Solitax turbidity probes.

Financial Considerations:

The total cost of the Solitax Turbidity Probes is \$56,097.00, and the Hach Company is crediting the City's account \$22,705.12 for the return of the original turbidimeters. \$300,000.00 was bonded for the purchase and installation of the turbidimeters. The City spent \$111,711.83, and this exchange will leave \$154,896.29 to complete the project.

Recommended Action:

Approve the purchase of turbidimeters from Hach Company for \$56,097.00.

Attachments:

Solitax Turbidity Probe Quote



Quotation

Quote Number: 100818839v5
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 19-Jul-2023

Quote Expiration: 17-Sep-2023

CITY OF EMPORIA
PO BOX 928
EMPORIA, KS 66801-0928

Name: Jack Mason
Phone: (620) 340-6370
Email: jmason@emporia-kansas.gov

Customer Account Number : 079649

Sales Contact: Rachelle Thibert Email: rachelle.thibert@hach.com Phone: 913-837-0045

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV423.99.10000	Solitax t-line sc Turbidity immersion probe, 0.001 - 4000 NTU, with wiper, PVC	9	5,506.00	49,554.00
2	LZY714.99.53120	Stainless Steel pole mounting Kit for Solitax sc and TSS sc Sensors	9	727.00	6,543.00
				Grand Total	\$ 56,097.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, July 19, 2023, with Mayor Brinkman presiding and Commissioners, Giefer, Harter, and Smith present. Commissioner Sauder was present via phone. 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. Please state your name and address prior to making comments.

Lanard Reed was recognized and addressed the Governing Body. He stated his concerns were issues he had in the recent past with law enforcement that he wanted to report. Mayor Brinkman advised Mr. Reed to make an appointment with City staff to discuss his concerns.

**CITY COMMISSION
(Acquisition of Property at 1100 S. Highway 99)**

City Manager Cocking stated the City is interested in purchasing acreage from Richard and Colleen Miller adjacent to the Emporia Municipal Airport. He stated this acreage will serve as a buffer for the airport and adjacent landowners and potential expansion for such features as an irrigation pond, cart sheds, and golf course maintenance facility. He stated this is a 34-acre property from the Millers in the amount of \$130,000.00 to include half of the closing cost. The purchase of the property will be paid for from the Special Projects Fund. He stated staff is recommending the acquisition of the property at 1100 S. Highway 99.

Commissioner Harter made a motion to authorize the acquisition of property at 1100 S. Highway 99. Commissioner Giefer seconded the motion. The vote follows:

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

**CITY COMMISSION
(Creating the Homelessness Advisory Board)
(Resolution Number 3700)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the Taskforce on Homelessness has completed the tasks assigned to them. Their final recommendation from the Taskforce was for the Commission to consider establishing a permanent board to continue the work started by the Taskforce. She stated this proposed resolution would 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 Commission and remain in effect for a period of three years. She stated staff is recommending approval of Resolution Number 3700 creating the Homelessness Advisory Board.

Commissioner Harter made a motion to approve Resolution Number 3700, a resolution creating the Homelessness Advisory Board. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

**PAVING
(KDOT CCLIP Resurfacing Project)
(US-50 Hwy – 6th Ave. from Mechanic St. to East City Limits)
(Project No. PV2301 & KDOT Project No. 50-056 U-2416-01 -FY2024)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated KDOT approved funding of the City's CCLIP SP project for KDOT FY2024. KDOT participates up to \$300,000.00 for construction improvements. This project resurfacing project is for 6th Avenue/US-50 Hwy from Mechanic Street to East City Limits. The bids are as follows:

BID TABULATION KDOT CCLIP PROJECT

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

He stated KDOT is funding \$300,000.00 of this CCLIP project with the remaining funds provided by the Multi-Year Fund. He stated staff recommend awarding the bid for CCLIP Resurfacing FY2024 6th Avenue/US-50 Hwy from Mechanic Street to East City Limits to APAC-Kansas, Shear’s Division in the amount of \$752,869.69.

Commissioner Harter made a motion to award the bid for KDOT CCLIP Resurfacing FY2024 6th Avenue/US-50 Hwy-6th Avenue from Mechanic Street to East city limits, Project No. PV2301 to APAC-Kanas, Shears Division for the bid amount of \$752,869.69. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

**CITY MANAGER’S REPORTS
 (Financials & Building Permits)**

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

The following is general information for the month of June 2023 for 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

CONSENT AGENDA

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

- a. Minutes of the Regular Meeting held on July 5, 2023.
- b. 2023 Street Rehabilitation Project Change Order No. 1.

The vote follows: Commissioner Harter aye; Commissioner Giefer, aye; Commissioner Sauder, 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 AGENDAS FOR THE AUGUST 2, 2023 MEETINGS:

Commission Meeting:

- Public Hearing for CDBG CVR Application.
- Memorandum of Understanding with Emporia State University.

- Memorandum of Understanding with Dynamic Discs.
- Ordinance for Standard Traffic Ordinance (STO).
- Ordinance for Uniform Public Offense Code (UPOC).
- Award Mahtropolis Street and Storm Drainage.
- Change Order for South Arundel for Sanitary Sewer.
- Ordinance for Zoo Brew Event.

Study Session:

- Proposed Revisions to Kansas Statute Related to RHID.
- Discuss Increase of Transient Guest Tax Rate.

**CITY COMMISSION
(Public Comment)**

This is the time for the Mayor and City Commissioners to make comments and report to the public. Mayor Brinkman thanked city staff for their participation in the last concert of the Emporia Municipal Band.

EXECUTIVE SESSION

Commissioner Harter made a motion to recess into Executive Session to discuss confidential matters of a third party relating to economic development projects resuming the open meeting in the City Commission Meeting Room this same date, at 12:00 p.m., and to invite Tayler Wash, Special Projects Director, Ross Vogel, LDB, Inc. and Jeanine McKenna, CEO and President of Emporia Area Chamber of Commerce. 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 12:00 p.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had discussed confidential matters of a third party relating to economic development projects and no action was taken.

Commissioner Giefer made a motion to recess the meeting until 12:15 p.m. to Conference Room 1AB. Commissioner Smith seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Smith, aye; Commissioner Harter, aye; and Mayor Brinkman, aye. Commissioner Sauder was no longer available.

Study Session Discussion:

1. Sunset Lake Drainage Improvements.
2. Contract for SE Transmission Water Main Design.
3. Consider Abandoning the Traffic Control Light at 6th Ave. & Constitution St.

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

South Arundel Sanitary Sewer Change Order No. 1

Title: South Arundel Sanitary Sewer Change Order No. 1, Project No. SS1903

Agenda Date: August 2, 2023

Presented By: James Ubert, City Engineer

Background:
In September 2022, the City awarded Smoky Hill Construction the bid for the South Arundel Sanitary Sewer Realignment Project for a total of \$2,240,735.00. This project has served to repair and realign the aerial 36" sanitary sewer line that suffered damage in 2019. In the course of this project, additional work quantities were added and subtracted, necessitating additional construction work to be completed.

Discussion:
The overrun and underrun of materials from construction and realignment of the South Arundel Sanitary Sewer have resulted in an increase in the contract of \$19,298.03 from \$2,240,735.00 to \$2,260,033.03.

Financial considerations:
FEMA has approved funding for the \$724,904.46 base repair project at 75% FEMA/25% City funding. The City will issue bonds for our share of the Mitigation Repair project if not funded by FEMA (\$1,205,000 City Share) or if funded by FEMA (\$437,500 City Share).

Recommended action:
Approve Change Order No. 1 in the amount of \$19,298.03.

Attachments:
Change order and blurbs.

**CHANGE IN PLANS NO. 1
ON CONTRACT WITH SMOKY HILL CONSTRUCTION, LLC. FOR THE CONSTRUCTION OF
SOUTH ARUNDEL SEWER INTERCEPTOR IMPROVEMENTS (20-1356E)
PROJECT NO. SS1903**

Date: July 27, 2023

This change in plans, made in accordance with the provisions of Article 11-Amending the Contract Documents; Changes in the Work 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 South Arundel Sewer Interceptor Improvements Project No. SS1903

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>IN FIGURES</u>	<u>AMOUNT</u>
QUANTITIES ADDED:				
259.8	SY	Valley Pan Gutter Replacement @ One Hundred Five Dollars <hr/> (Unit Price in Words)	\$105.00	\$27,279.00
1335.7	SY	Asphalt Surfacing @ One Hundred Thirty-five Dollars and Seventy-five cents <hr/> (Unit Price in Words)	\$135.75	\$181,321.28
1.0	LS	Concrete Encasement (36" FRP) @ Forty Thousand Seven Hundred Eighty-five Dollars <hr/> (Unit Price in Words)	\$40,785.00	\$40,785.00
1.0	LS	Manhole Grade Adjustments (MH-03 & MH-07) @ Six Thousand Thirty-four Dollars <hr/> (Unit Price in Words)	\$6,034.00	\$6,034.00
TOTAL ADDED TO PROJECT:				<u>\$255,419.28</u>

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>IN FIGURES</u>	<u>AMOUNT</u>
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QUANTITIES DELETED:

761.0	CY	Flowable Fill @ One Hundred Fifty-five Dollars and Fifty cents _____ (Unit Price in Words)	\$155.50	\$118,335.50
606.5	SY	Select Asphalt Surfacing @ One Hundred Eighty-five Dollars and Fifty cents _____ (Unit Price in Words)	\$185.50	\$112,505.75
960.0	SY	Chip Seal @ Five Dollars and Fifty cents _____ (Unit Price in Words)	\$5.50	\$5,280.00

TOTAL DELETED FROM PROJECT:

\$236,121.25

TOTAL CHANGE ORDER ADDED TO PROJECT:

\$19,298.03

CONTRACTOR: **Smoky Hill Construction, LLC**

BY: _____
OWNER or AUTHORIZED REPRESENTATIVE

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

BY: _____
TREY COCKING, CITY MANAGER

Date: _____

Attest: _____
CITY CLERK



Commission Action Report

Informational Items

Title: Informational Items
Agenda Date: August 2, 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 16, 2023.

Commission Meeting :

- Approve the Appointment of a Member to the Emporia Public Library.
- Appointment of Members to the Homelessness Advisory Board.
- Memorandum of Understanding with Dynamic Discs.
- Memorandum of Understanding with USD253.
- Award Hauling and Beneficial Land Application of Biosolids.
- Industrial Park III Waterline Easement.
- 24th Avenue Waterline Easement.

Study Session :

- Discuss Transient Guest Tax.
- Budget Discussion



Commission Action Report

Executive Session

Title: Executive Session
Agenda Date: August 2, 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 30 minutes, inviting Rick Worner, Developer; Jim Witt, Special Projects Coordinator; and Tayler Wash, Special Projects Director; and stating at which time the open meeting will resume.

Attachments:

None



Study Session Report

Proposed Revisions to Kansas Statute Related to RHID

Title: Proposed Revisions to Kansas Statute Related to RHID
Agenda Date: July 5, 2023
Presented By: Jim Witt, Special Projects Coordinator

Background

Significant changes were made to the Statutes related to RHID eligibility and an actual change in the definition of RHID. RHID will now be called "Reinvestment Housing Incentive District". The major reason for this is cities now over 60,000 are eligible to utilize this mechanism for increasing housing opportunities.

Discussion:

Staff has attached a copy of Senate Bill 17 for your perusal. We have checked marked the sections which directly influence our use of the new RHID tools or provide insight into major changes. **The major changes which affect Emporia are the ability to use infill areas presently served by city utilities in the same manner as a new greenfield subdivision. In this case, the actual construction or renovated or new residential units of all types, single-family and multifamily become eligible expenses.** The bill is rather lengthy and there are sections that will not pertain to the City of Emporia but will impact the larger cities now eligible to utilize the new and improved RHID. We are awaiting the final statute which is the revisor of statutes that should have been completed on or about July 1. It was available before the agenda deadline. The statute could assist in further clarification.

Attachments

Senate Bill as Enrolled and its Legislative Summary

Kansas Reinvestment Housing Incentive District Act; Amendments to the Kansas Housing Investor Tax Credit Act; SB 17

SB 17 updates the designation of and references to the Kansas Rural Housing Incentive District Act to the Kansas Reinvestment Housing Incentive District Act and creates certain housing projects criteria in designated cities with a population of 60,000 or more, amends the Act to expand the list of costs that could be paid for by proceeds of special obligation bonds, and amends the Kansas Housing Investor Tax Credit Act (HITCA) to expand the transferability of tax credits that would be issued under that act.

The bill takes effect upon publication in the *Kansas Register*.

Reinvestment Housing Incentive Districts

The bill updates the designation of and references to the Kansas Rural Housing Incentive District Act to the Kansas Reinvestment Housing Incentive District Act (Act). [Note: Enacted in 1998, the Kansas Rural Housing Incentive District Act was established with a purpose of encouraging the development and renovation of housing in rural cities and counties by authorizing these entities to assist directly in the financing of public improvements that support housing in rural areas of Kansas that experience a shortage of housing.]

Project Criteria for Certain Cities

Under the bill, cities establishing a Reinvestment Housing Incentive District (RHID) will not be able to, within the district:

- Designate more than 100 units as for-sale units in one year;
- Designate more than 100 units as for-rent units in one year;
- Designate more than 50 units associated with a single project as for-sale units within one year; or
- Designate more than 50 units associated with a single project as for-rent units within one year.

For-sale units not sold within six months after the certificate of occupancy is granted will be eligible to be redesignated as for-rent units. The bill also indicates that the governing body will be able to designate for-sale and for-rent units for succeeding years as part of a proposed multi-phased, multi-year development plan.

The bill requires the average size of each residence constructed per project within a RHID to be no larger than 1,650 square feet, excluding any garage or other exterior area, such as a porch, patio, or unattached storage building.

The bill makes these new requirements a part of and supplemental to the Act.

Definitions. The meaning of "city" for these projects is any city with a population of 60,000 or more, as certified by the Secretary of State to the Director of the Budget, except for the city of Topeka. [Note: The city of Topeka is included in requirements under law specific to rural housing incentive districts.]

The bill also modifies within provisions applicable to RHIDs the term "county" to mean any county with a population of less than 85,000, changed from less than 80,000.

Purpose of Act, references. The bill also modifies the purpose of the Act to remove references to "rural" and continue law encouraging the development and renovation of housing in cities and counties in the state. The bill makes additional updates to remove "rural" and update references to "reinvestment."

Use of Special Obligation Bonds, Expansion of Listed Costs

The bill expands the list of costs that may be paid for by proceeds of special obligation bonds, adding renovation or construction of residential dwellings, multi-family units, or buildings or other structures exclusively for residential use located on existing lots if either:

- The infrastructure, including streets, sewer, water, and utilities, has been in existence for at least ten years; or
- The lots on which the residential units are located have been subject to an improvement district tax assessment because the land is located in an improvement district already established by a city or county.

Kansas Housing Incentive Tax Credit Act

The bill amends the HITCA to expand the transferability of tax credits issued under the Act. Among changes addressing transferees, the bill requires transferees, as well as qualified investors, project builders, and developers as in continuing law, to provide information and documentation to claim the tax credit in the form and manner required by the Secretary of Revenue.

Regarding the claiming of a tax credit, the bill also specifies:

- Any portion of the tax credit that is carried forward could be transferred to another taxpayer;
- All or a portion of the tax credit could be transferred by the qualified investor or any subsequent transferees to one or more persons; and
- There is no limit on the number of times a credit or any portion of a credit can be transferred.

The bill also removes a limitation that specified only the full amount of the tax credit for any one investment may be transferred and may be transferred only one time. The bill further

clarifies that the transferee would receive all remaining rights and restrictions for the tax credit being transferred on the date of the transfer.

The bill provides for the calculation of any tax due under provisions in the Insurance Code pertaining to retaliatory taxes (taxes imposed on out-of-state insurance companies); the tax credit will be treated as a tax paid as part of the insurance company's premium tax owed.

[*Note:* Under the HITCA, for tax years 2022 and thereafter, a tax credit could be claimed against Kansas income tax liability, the privilege tax liability imposed upon certain financial institutions, and the premium tax liability imposed upon insurance companies. The tax credit could be claimed by qualified investors and project builders or developers of a qualified housing project.]

SENATE BILL No. 17

AN ACT concerning housing; expanding the use of bond proceeds under the Kansas reinvestment housing incentive district act; transferability of income, privilege and premium tax credits issued under the Kansas housing investor tax credit act; amending K.S.A. 12-5241, 12-5242, 12-5243, 12-5244, 12-5247, 12-5249 and 12-5252 and K.S.A. 2022 Supp. 79-32.313 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) The governing body of any city that satisfies the definition of such term under K.S.A. 12-5242(a)(2), and amendments thereto, is hereby authorized to designate reinvestment housing incentive districts within such city subject to the limitations of this section. Such city shall be subject to the provisions of K.S.A. 12-5244 through 12-5252, and amendments thereto.

(b) (1) The governing body of a city establishing a reinvestment housing incentive district under this section shall not:

(A) Designate more than 100 units within such district as for-sale units in one year or more than 100 units within such district as for-rent units in one year; and

(B) designate more than 50 units within such district associated with a single project as for-sale units in one year or more than 50 units within such district associated with a single project as for-rent units in one year.

(2) Units designated as for-sale units may be redesignated as for-rent units by the governing body if such units have not been sold within six months after the certificate of occupancy is granted.

(3) The governing body may designate for-sale and for-rent units for succeeding years as part of a proposed multi-phased, multi-year development plan adopted pursuant to K.S.A. 12-5246, and amendments thereto.

(c) The average size of each residence constructed per project within a reinvestment housing incentive district established under this section shall not exceed 1,650 square feet. The square footage shall be calculated excluding any garage area or other exterior area, such as porches, patios or unattached storage buildings.

(d) The provisions of this section shall be a part of and supplemental to the Kansas reinvestment housing incentive district act.

Sec. 2. K.S.A. 12-5241 is hereby amended to read as follows: 12-5241. ~~This act~~ *The provisions of K.S.A. 12-5241 through 12-5256, and amendments thereto, and section 1, and amendments thereto, shall be known and may be cited as the Kansas rural reinvestment housing incentive district act.*

Sec. 3. K.S.A. 12-5242 is hereby amended to read as follows: 12-5242. Except as otherwise provided, as used in K.S.A. 12-5241 through 12-5251, and amendments thereto, and K.S.A. 12-5252 through 12-5258, and amendments thereto:

(a) "City" means the city of Topeka or any city incorporated in accordance with Kansas law:

(1) With a population of less than 60,000, as certified to the secretary of state by the director of the division of the budget on the previous July 1 in accordance with K.S.A. 11-201, and amendments thereto; ~~or~~

✓ (2) *for the purposes of a project subject to section 1, and amendments thereto, with a population of 60,000 or more, as certified to the secretary of state by the director of the budget on the previous July 1 in accordance with K.S.A. 11-201, and amendments thereto. except the city of Topeka; or* ✓

(3) for purposes of a project as defined in K.S.A. 12-5249(a)(11), and amendments thereto, within a qualified census tract, "city" includes any city with a qualified census tract located within the city.

(b) "City housing authority" means any agency of a city created pursuant to the municipal housing law, K.S.A. 17-2337 et seq., and

amendments thereto.

(c) "Corporation" means the Kansas housing resources corporation.

(d) "County" means any county organized in accordance with K.S.A. 18-101 et seq., and amendments thereto:

(1) With a population of less than ~~80,000~~ 85,000, as certified to the secretary of state by the director of the division of the budget on the previous July 1st in accordance with K.S.A. 11-201, and amendments thereto; or

(2) for purposes of a project as defined in K.S.A. 12-5249(a)(11), and amendments thereto, within a qualified census tract, "county" includes any county with a qualified census tract located within the county.

(e) "Developer" means the person, firm or corporation responsible under an agreement with the governing body to develop housing or related public facilities in a district.

(f) "District" means a ~~rural~~ *reinvestment* housing incentive district established in accordance with this act.

(g) "Governing body" means the board of county commissioners of any county or the mayor and council, mayor and commissioners or board of commissioners, as the laws affecting the organization and status of cities affected may provide.

(h) "Housing development activities" means the construction or rehabilitation of infrastructure necessary to support construction of new residential dwellings and the actual construction of such residential dwellings, if such construction is conducted by a city housing authority.

(i) "Secretary" means the secretary of commerce of the state of Kansas.

(j) "Qualified census tract" means an economically distressed urban area that is a qualified census tract as defined and designated by the United States department of housing and urban development.

(k) "Real property taxes" means and includes all taxes levied on an ad valorem basis upon land and improvements thereon.

(l) "Taxing subdivision" means the county, the city, the unified school district, and any other taxing subdivision levying real property taxes, the territory or jurisdiction of which includes any currently existing or subsequently created ~~rural~~ *reinvestment* housing incentive district.

Sec. 4. K.S.A. 12-5243 is hereby amended to read as follows: 12-5243. It is hereby declared to be the purpose of this act to encourage the development and renovation of housing in ~~the rural~~ cities and counties of Kansas by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing in ~~rural~~ areas of Kansas ~~which~~ *that* experience a shortage of housing.

Sec. 5. K.S.A. 12-5244 is hereby amended to read as follows: 12-5244. (a) The governing body of any city or county is hereby authorized to designate ~~rural~~ *reinvestment* housing incentive districts within such city or county. Any city governing body may designate one or more such districts in such city, and any county governing body may designate one or more such districts in any part of the unincorporated territory of such county. Prior to making such a designation, the governing body shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community. After conducting the analysis, the governing body shall adopt a resolution containing a legal description of the proposed district, a map depicting the existing parcels of real estate in the proposed district, and a statement of the following findings and determinations:

(1) There is a shortage of quality housing of various price ranges in the city or county despite the best efforts of public and private

housing developers;

(2) the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city or county;

(3) the shortage of quality housing is a substantial deterrent to the future economic growth and development of such city or county; and

(4) the future economic well-being of the city or county depends on the governing body providing additional incentives for the construction or renovation of quality housing in such city or county.

(b) The resolution containing the findings contained in subsection (a) shall be published at least once in the official newspaper of the city or county.

(c) Upon publication of the resolution as provided in subsection (b), the governing body shall send a certified copy of the resolution to the secretary, requesting that the secretary review the resolution and advise the governing body whether the secretary agrees with the findings contained therein. If the secretary advises the governing body in writing that the secretary agrees with each of the findings of the governing body, the governing body may proceed to establish the district as set forth in this act. If the secretary fails to agree with the findings, the secretary shall advise the governing body in writing of the specific reasons therefor.

Sec. 6. K.S.A. 12-5247 is hereby amended to read as follows: 12-5247. (a) Any governing body ~~which that~~ has established a ~~rural~~ *reinvestment* housing incentive district as provided in this act may purchase or otherwise acquire real property; however, the property may not be acquired through the exercise of the power of eminent domain. Relocation assistance payments shall be provided by the city or county in accordance with the provisions of K.S.A. 12-1777, and amendments thereto, to any tenants required to be relocated as a result of the acquisition of such property for any project in the district.

(b) Any property acquired by a city or county under this act may be sold or leased to any developer, in accordance with the ~~rural~~ *reinvestment* housing incentive plan and under such conditions as shall have been agreed to prior to the adoption of the plan. The city or county and the developer may agree to any additional terms and conditions, but if the developer requests to be released from any obligations agreed to and embodied in the plan, such release shall constitute a substantial change and subject to the requirements provided in ~~subsection (b) of~~ K.S.A. 12-5246(b), and amendments thereto.

Sec. 7. K.S.A. 12-5249 is hereby amended to read as follows: 12-5249. (a) Any city or county that has established a ~~rural~~ *reinvestment* housing incentive district may use the proceeds of special obligation bonds issued under K.S.A. 12-5248, and amendments thereto, or any uncommitted funds derived from those sources of revenue set forth in K.S.A. 12-5248(a)(1), and amendments thereto, to implement specific projects identified within the ~~rural~~ *reinvestment* housing incentive district plan including, without limitation:

(1) Acquisition of property within the specific project area or areas as provided in K.S.A. 12-5247, and amendments thereto;

(2) payment of relocation assistance;

(3) site preparation;

(4) sanitary and storm sewers and lift stations;

(5) drainage conduits, channels and levees;

(6) street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;

(7) street lighting fixtures, connection and facilities;

(8) underground gas, water, heating, and electrical services and

connections located within the public right-of-way;

(9) sidewalks;

(10) water mains and extensions; ~~and~~

(11) renovation of buildings or other structures more than 25 years of age primarily for residential use located in a central business district or in a business or commercial district within a qualified census tract as approved by the secretary of commerce. Certification of the age of the building or other structure shall be submitted to the secretary by the governing body of the city or county with the resolution as provided by K.S.A. 12-5244, and amendments thereto. Eligible residential improvements shall include only improvements made to the second or higher floors of a building or other structure. Improvements for commercial purposes shall not be eligible; ~~and~~

(12) renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if:

(A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or

(B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto.

(b) None of the proceeds from the sale of special obligation bonds issued under K.S.A. 12-5248, and amendments thereto, shall be used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the district, except for buildings or other structures located in a central business district or in a business or commercial district within a qualified census tract as approved by the secretary of commerce.

Sec. 8. K.S.A. 12-5252 is hereby amended to read as follows: 12-5252. (a) Any city that prior to July 1, 2013, is located, in whole or in part, within the boundaries of a county designated by the United States federal emergency management agency under major disaster declaration FEMA-1711-DR or FEMA-1699, as eligible to receive individual or public assistance from the United States federal government that desires to designate a ~~rural~~ *reinvestment* housing incentive district pursuant to this act or such county shall be exempt from the provisions of ~~subsection (e) of~~ K.S.A. 12-5244(c), and amendments thereto, and may adopt a plan for a designated ~~rural~~ *reinvestment* housing incentive district without the approval of the secretary and without conducting a public hearing on such proposed plan.

(b) For any city in a county declared by the governor to be a state of disaster after January 1, 2008, or such county if the governor finds that such disaster resulted in the destruction of a significant amount of residential housing in such city or county the governor may designate such city or county to exercise the exemption authorized by subsection (a) for a period of five years from the date of the declaration of a state of disaster.

(c) Nothing in this section shall be construed so as to exempt a city or county from any other requirement set forth in this act, or to limit any of the rights, duties and privileges of a city or county under any other provisions of this act.

Sec. 9. K.S.A. 2022 Supp. 79-32,313 is hereby amended to read as follows: 79-32,313. (a) (1) For tax year 2022 and all tax years thereafter, a credit against the income tax liability imposed pursuant to the Kansas income tax act, the privilege tax liability imposed upon any

✓ Bigger

national banking association, state bank, trust company or savings and loan association pursuant to article 11 of chapter 79 of the Kansas Statutes Annotated, and amendments thereto, or the premium tax liability imposed upon an insurance company pursuant to K.S.A. 40-252, and amendments thereto, shall be allowed to:

(A) A qualified investor for a cash investment in a qualified housing project that has been approved and issued a tax credit by the director. The tax credit may be claimed in its entirety in the taxable year the cash investment is made; and

(B) a project builder or developer of a qualified housing project that has been approved and issued a tax credit by the director.

(2) To claim such tax credit, the qualified investor ~~or~~ project builder or developer *or transferee* shall provide all information or documentation in the form and manner required by the secretary of revenue. If the amount of the credit exceeds the taxpayer's tax liability in any one taxable year, the remaining portion of the credit may be carried forward in the succeeding taxable years until the total amount of the credit is used, except that no credit may be claimed after four taxable years next succeeding the taxable year that such credit was issued, and any remaining credit shall be forfeited. *Any portion of the credit that is carried forward may be transferred pursuant to subsection (d) and claimed by the transferee in the same manner as the transferor.*

(b) (1) Tax credits may be issued by the director for a qualified housing project as follows:

(A) For qualified housing projects located in a county with a population of not more than 8,000, in an amount not to exceed \$35,000 per residential unit;

(B) for qualified housing projects located in a county with a population of more than 8,000 but not more than 25,000, in an amount not to exceed \$32,000 per residential unit; and

(C) for all other qualified housing projects, in an amount not to exceed \$30,000.

(2) A qualified housing project shall be limited to a total of 40 such residential units per year for both single-family and multi-family dwellings.

(3) Tax credits may be issued to a qualified investor in the amount of a cash investment of up to the total amount that may be issued by the director under this subsection for the qualified housing project, or as provided in the agreement required by K.S.A. 2022 Supp. 79-32,312, and amendments thereto. Project builders or developers may apply to the director each year for tax credits for additional units or phases of a project. Qualified investors may be issued tax credits for cash investments in multiple qualified housing projects. Project builders or developers may apply and be approved for multiple qualified housing projects in the same tax year.

(4) The aggregate amount of tax credits that may be issued under this section shall not exceed \$13,000,000 each tax year, except that if the director issues an aggregate amount of tax credits in one tax year that is less than \$13,000,000, then the director may carry forward the difference and issue such amount of tax credits in the immediately succeeding tax year in addition to the statutory amount that may be issued under this section. Of the aggregate amount of tax credits issued in one tax year, the director shall allocate:

(A) Not less than \$2,500,000 in tax credits for qualified housing projects located in counties with a population of not more than 8,000;

(B) not less than \$2,500,000 in tax credits for qualified housing projects located in counties with a population of more than 8,000 but not more than 25,000; and

(C) up to \$8,000,000 in tax credits for qualified housing projects located in counties with a population of more than 25,000 but not more than 75,000.

(c) A cash investment in a qualified housing project shall be deemed to have been made on the date of acquisition of the qualified security, as such date is determined by the director.

~~(d) Any qualified investor without a current tax liability at the time of the investment in a qualified housing project that does not reasonably believe such investor will owe any such tax for the current taxable year and who receives a tax credit pursuant to this section shall be deemed to acquire an interest in the nature of a transferable credit limited to the amount of the credit issued to the qualified investor by the director. This interest All or a portion of such credit may be transferred by the qualified investor or any subsequent transferee to any person one or more persons whether or not such person transferee is then a qualified investor and be claimed by the transferee as a credit against the transferee's Kansas tax liability in the same manner as the transferor beginning in the year the credit is transferred. The credit may be carried forward as permitted by subsection (a). There shall be no limit on the number of times a credit or any portion thereof can be transferred. No person shall be entitled to a refund for any interest on such tax credit that may be created under this section. Only the full amount of the tax credit for any one qualified housing project investment may be transferred and may only be transferred one time. A credit acquired by transfer shall be subject to the limitations prescribed in this section. Any such transferee succeeds to all remaining rights and restrictions of the transferor with respect to the credit being transferred on the date of such transfer. Documentation of any credit acquired by transfer shall be provided by the taxpayer claiming such credit in the manner required by the secretary of revenue. The qualified investor or subsequent transferee transferring such credit shall provide the director and the secretary of revenue with the name, address and taxpayer identification number of each person to whom tax credits have been transferred and such other information as may be required by the director or the secretary of revenue. The provisions of this subsection shall apply to credits issued for tax year 2022 and all tax years thereafter.~~

(e) The secretary of revenue may adopt rules and regulations as necessary to implement and administer the provisions of this act.

(f) For purposes of calculating any tax due under K.S.A. 40-253, and amendments thereto, the credit allowed by this section shall be treated as a tax paid under K.S.A. 40-252, and amendments thereto.

Sec. 10. K.S.A. 12-5241, 12-5242, 12-5243, 12-5244, 12-5247, 12-5249 and 12-5252 and K.S.A. 2022 Supp. 79-32,313 are hereby repealed.

SENATE BILL No. 17—page 7

Sec. 11. This act shall take effect and be in force from and after its publication in the Kansas register.

I hereby certify that the above BILL originated in the SENATE, and passed that body

SENATE adopted
Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

Passed the HOUSE
as amended _____

HOUSE adopted
Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

APPROVED _____

Governor.

Title: Hach Aeration Monitoring and Control Upgrade
Agenda Date: August 2, 2023
Presented By: Dean Grant, Director of Public Works

Background

The wastewater treatment plant receives elevated levels of nutrients periodically, creating cycles of undertreatment and overtreatment of wastewater. The wastewater plant's lab analyzes the overall effectiveness of the plant's treatment process. The current analysis of plant data is lengthy and does not proactively address plant irregularities.

Wastewater plant staff in cooperation with the Hach Company has developed online instrumentation that will enhance treatment plant operations. Plant staff will utilize real-time analysis of the incoming and outgoing wastewater. Online instrumentation would link to the overall operating system to change the treatment process proactively and more accurately assess the strength of wastewater entering the plant.

Discussion

The Hach Company is a manufacturer that sells directly to the end user, making their instruments a sole source purchase. Hach will also add their programming to our Supervisory Control and Data Acquisition (SCADA) system to enhance the automation of the plant processes. Plant staff believe the online enhancement to the facility improves the plant through efficiency allowing the City of Emporia to effectively meet KDHE's regulatory permitting requirements.

Financial Considerations

The Hach Company Aeration Monitoring and Control upgrade is in the Wastewater Fund's approved 2023 Capital Improvement Plan.

Attachments

Hach Aeration Monitoring and Control Upgrade Proposal
Hach System



Be Right™

Proposal:
Aeration Monitoring and Control Upgrade
for
City of Emporia, KS

Rachelle Thibert
Regional Sales Manager

Tom Herbert
Application Development Manager



3.25.22

Dean
Director Wastewater Treatment Operations
Phone: 512-818-7764
dgrant@emporia-kansas.gov

Re: Hach Aeration Monitoring and Control System Proposal

Dean:

Thank you for the opportunity to provide the attached updated proposal. This proposal includes a description of Hach's Claros Process Management Real Time Control (RTC) system for nitrification with SRT (RTC-N, RTC-DN, RTC-SRT) the expected operational benefits, the scope of supply and a budgetary price.

Please note that Ammonia Based Aeration Control of an IFAS process is patented by Krueger and requires a license (Patent # 8,268,173 B2). The purchase of the equipment included in this proposal is an admission that the IFAS media has been removed from the aeration basins and neither Hach nor the City of Emporia is subject to the patent.

To proceed with this proposal, please forward a purchase order directly to my attention. Upon acknowledgement of your purchase order, the RTC system has a delivery lead time of approximately eight (8) weeks.

Thank you again for the opportunity to work with you on this project!

Best Regards,

Rachelle Thibert
Regional Sales Manager

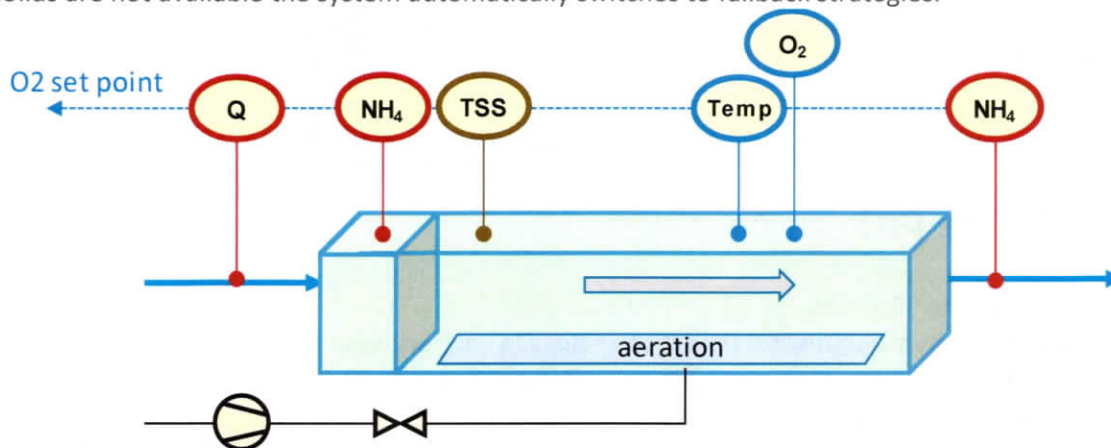


SYSTEM DESCRIPTION

Hach's CPM system for Nitrification measures real time ammonia loading to the nitrification process, and based on the concentration of nitrifiers present, generates an ideal dissolved oxygen setpoint to ensure the load is nitrified to your chosen effluent ammonia concentration. This improves aeration control, promotes simultaneous nitrification/denitrification, while reducing costs associated with over-aerating and reduces labor requirements to meet these limits. Also measured and calculated in real time are the aerobic SRT, required and maximum nitrification rates of the nitrification system.

The open loop algorithm utilizes a biological simulation based upon the Activated Sludge Model #1 (ASM1) mathematical model published by the International Water Association (IWA) and is customized to the plant specific process. This model uses the aeration basins influent and RAS flows, influent ammonia concentration, DO concentrations, temperature, MLSS, and the compensated rates of the nitrifying biomass to determine the lowest possible DO concentration to achieve the effluent ammonia concentration set point.

This open loop control is combined with a closed-loop control based on the ammonia concentration at the aeration effluent to calculate the DO setpoint. If input signals like inflow, ammonium or suspended solids are not available the system automatically switches to fallback strategies.



EXPECTED OPERATIONAL BENEFITS

Optimization of dissolved oxygen levels needed for nitrification: It is possible to reduce the energy consumed by a facility's aeration system by continually matching the oxygen supply to the oxygen demand. This can result in significant electricity savings for facilities as aeration for the activated sludge treatment process often accounts for greater than 60% of the energy consumed by such treatment facilities.

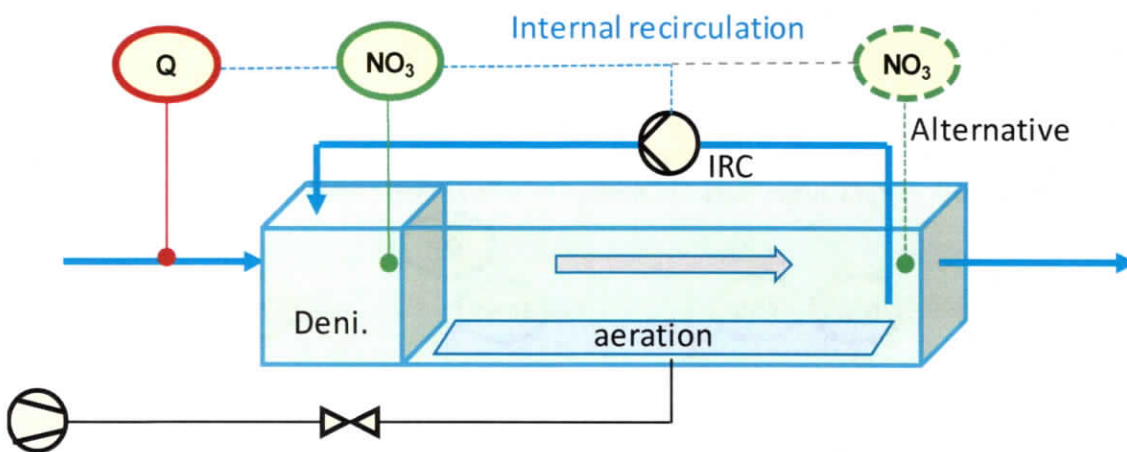
Consistent effluent ammonia concentration to meet compliance standards: With real-time monitoring and an algorithm accurately modeling the bioreactor, operators will have the best opportunity to meet these discharge requirements while optimizing plant performance. The CPM system for Nitrification does what your best operator would do if they could manage the process every minute of every day.

Real time calculation and trending of nitrification process parameters: Operators can see when their treatment process may be disrupted based on influent loadings, and or toxicity, so they can adjust accordingly.



SYSTEM DESCRIPTION

Hach's CPM system for Denitrification includes two features: one is to optimize the internal recirculation flow of the nitrate-containing mixed liquor from effluent of the aeration tank to the pre-anoxic zone, the second is to optimize external carbon dosing. Total nitrogen removal is improved and the risk of denitrification processes disturbing the settling process in the secondary clarifiers is reduced. The energy consumption for aeration is minimized and there is also creation of alkalinity, which is essential for buffering the acid formed during the nitrification process.



EXPECTED OPERATIONAL BENEFITS

Reduce compliance risk by stabilizing total nitrogen values in your effluent: Maximize the denitrification potential of your pre-anoxic zone by matching the speed of the internal recirculation pumps and external carbon dosing to the load of nitrate.

Minimize DO carryover in the anoxic zone: Managing the internal recirculation flow rate based on nitrate loading allows the CPM system for Denitrification to see when denitrification is limited due to dissolved oxygen inhibition in the anoxic zone. The system can then reduce the internal recirculation flow rate setpoint until the high DO event has passed, resulting in the maximum possible denitrification.

Provides energy savings in the aeration tank by optimizing carbon usage for denitrification: Any carbon not used for denitrification will need to be oxidized in the aeration tank, leading to higher aeration energy costs. Adjusting the internal recirculation flow rate to match the nitrate loading and your chosen anoxic effluent nitrate target value maximizes the carbon that is used for denitrification.

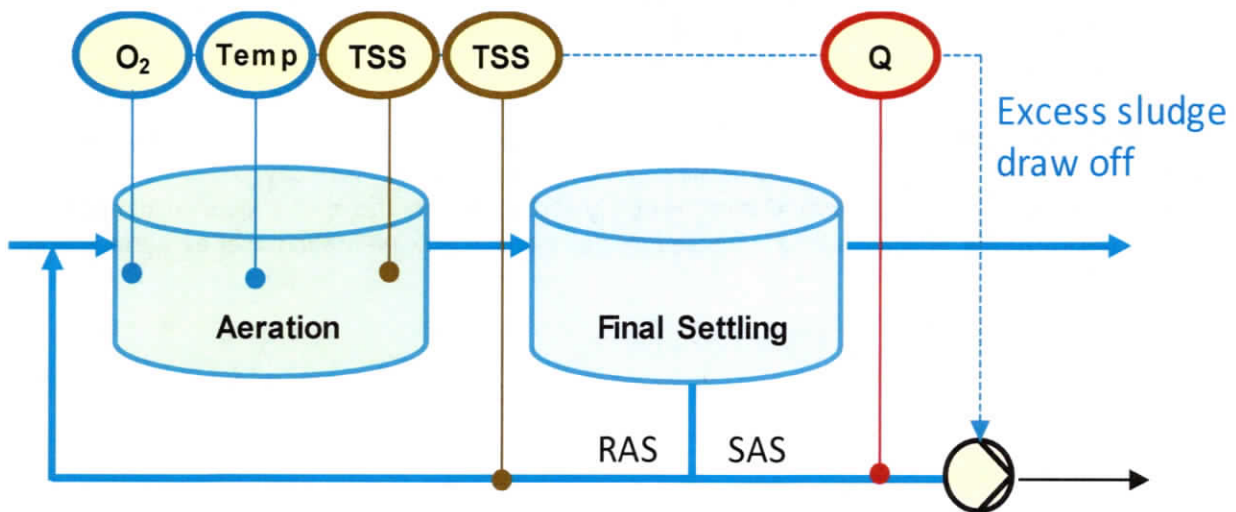
Maximize alkalinity creation: Alkalinity lower than 50mg/L can lead to low pH that can inhibit the biomass and lead to loss of BOD removal, nitrification, denitrification and biological phosphorus removal. Denitrification creates alkalinity that can reduce the need of dosing an external source such as caustic soda or magnesium hydroxide.

Supports avoidance of denitrification in the secondary clarifiers: Denitrification in the secondary clarifiers can cause poor settling conditions and lead to low RAS concentrations and even potential compliance issues with high effluent suspended solids.

Comprehensive analysis of the denitrification process and monthly reports: Utilizing the cellular connection, Hach’s remote CPM Team monitors the system’s performance and provides recommendation to improve the system performance and reliability. Also, the system stores and trends the collected data allowing for greater visibility into the denitrification process, preserving knowledge and simplifying the training of new operators.

SYSTEM DESCRIPTION

The CPM system for Sludge Retention Time measures Mixed Liquor Suspended Solids (MLSS) and Waste Activated Sludge (WAS) suspended solids in real time, and based on your chosen SRT the system generates a WAS flow setpoint. The WAS flow setpoint is calculated by determining how many pounds of solids are required to be removed from the system to maintain your chosen SRT setpoint, over your chosen wasting timeframe, compensated for the changing WAS concentration.



EXPECTED OPERATIONAL BENEFITS

The following benefits can be expected after implementation of the CPM system:

Optimization of dissolved oxygen levels needed for nitrification: It is possible to reduce the energy consumed by a facility’s aeration system by continually matching the oxygen supply to the oxygen demand. This can result in significant electricity savings for facilities as aeration for the activated sludge treatment process often accounts for greater than 60% of the energy consumed by such treatment facilities.

Consistent effluent ammonia concentration to meet compliance standards: Operators are facing increasingly stringent ammonia, nitrate, and nitrogen discharge limitations. With real-time monitoring and an algorithm accurately modeling the bioreactor, operators will have the best opportunity to meet these discharge requirements while optimizing plant performance. The CPM



system for Nitrification does what your best operator would do if they could manage the process every minute of every day.

Promotes conditions for simultaneous nitrification/denitrification: simultaneous nitrification/denitrification has been proven to reduce the oxygen demand of the wastewater by utilizing carbon for denitrification (including slowly biodegradable carbon) and recovering alkalinity. This could lead to lower total nitrogen values and reduced external alkalinity dosing requirements.

Real time calculation and trending of nitrification process parameters: Operators can see when their treatment process may be disrupted based on influent loadings, and or toxicity, so they can adjust accordingly.

Comprehensive analysis of the nitrification process and monthly reports: Utilizing the cellular connection, Hach's remote CPM Team monitors the system's performance and provides recommendation to improve the system performance and reliability. Also, the system stores and trends the collected data allowing for greater visibility into the nitrification process, preserving knowledge and simplifying the training of new operators.

Ensure accurate aerobic SRT to optimize treatment by wasting mass instead volume: An accurate and precise aerobic SRT has been proven to be critical to the operation of a treatment plant. Wasting by volume produces error in the actual SRT as the concentration of waste activated sludge changes throughout the wasting period. This can lead to filament growth, particularly *nociardia* and *microthrix*, which can impact settleability and cause low RAS concentrations, high effluent TSS values, and increased risk of noncompliance for TSS and fecal coliforms. For plants that perform Bio-P, rapid temperature changes can favor glycogen accumulating organisms (GAOs) over polyphosphate accumulating organisms (PAOs) leading to a loss of Bio-P and increased chemical costs. By accurately controlling the SRT during these events, PAOs can be favored while maintaining nitrification.

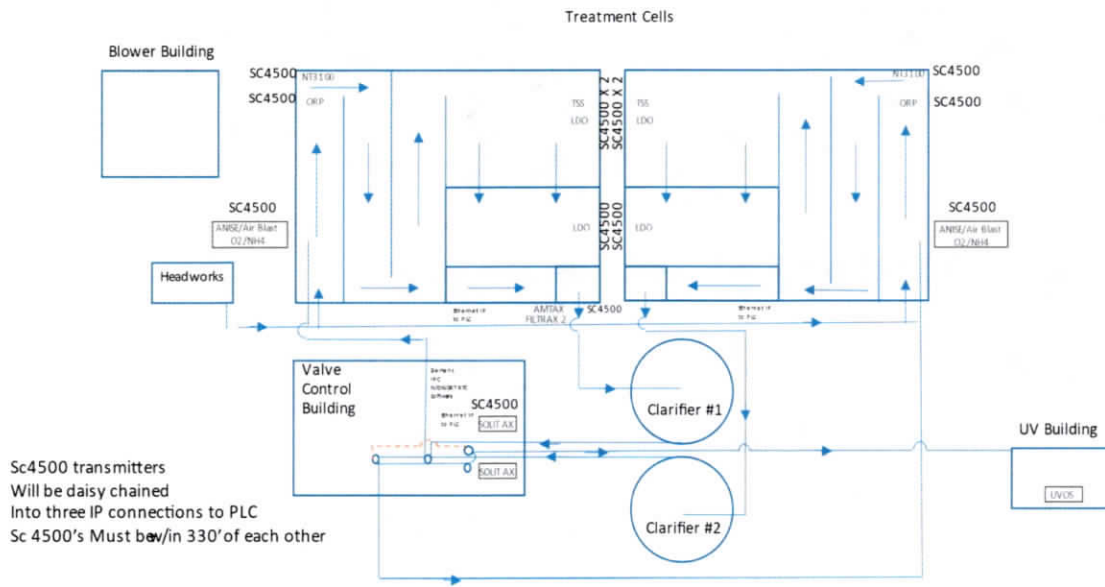
Consistent wasting operations: The CPM system for Sludge Retention Time does what your best operator would do if they could manage the process every minute of every day.

Potential aeration energy savings: Operating at a lower SRT lowers the mixed liquor suspended solids concentration, which leads to increased oxygen transfer efficiency and lower aeration energy requirements.



EQUIPMENT LAYOUT - DRAFT

Design Layout for N/DN/SRT Controls



Confidential - Company Proprietary



Be Right™

SCOPE OF SUPPLY

Supplied by Hach:

- Instrumentation
 - (2) A-ISE sc Ammonia Probes
 - (2) Nitrate Probes
 - (1) AMTAX sc Ammonia Analyzers
 - (2) FILTRAX sample filtration system
 - Two spare filter modules
 - (4) SOLITAX sc Suspended Solids Probes
 - (2) MLSS
 - (2) RAS/WAS
 - (2) ORP Probes
 - (4) LDO Probes
 - (14) sc4500 Transmitters
- Real Time Control System
 - Standardized Combined industrial panel computer and interface
 - VPN modem
- Services
 - Startup & configuration of the equipment
 - End-user training of system
 - Quarterly site visits for preventative maintenance service
 - Remote Support of the Real Time Control System

Supplied by City of Emporia:

- Installation of the equipment, supplying power, wiring, conduit and plumbing as necessary
- Integration of the RTC with the existing equipment
 - Creation of “Auto/Manual” switch in SCADA to toggle between RTC control and manual control of chemical feed pumps
- Any additional work required to for the project to be compliant with local and state laws (E.g. as-built drawings, if required)

BUDGETARY COST SUMMARY

The budgetary cost of equipment and service is summarized below:

Controller:	\$ 64,399.00
Services:	\$ 65,678.00
Instrumentation:	\$ 250,994.00
<hr/>	
Total:	\$ 381,071.00





Quotation

Quote Number: 100757325v7
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 20-Apr-2023

Quote Expiration: 19-Jun-2023

CITY OF EMPORIA
 PO BOX 928
 EMPORIA, KS 66801-0928

Name: Dean Grant
 Phone: 512-818-7764
 Email: dgrant@emporia-kansas.gov

Customer Account Number : 079649

Sales Contact: Rachelle Thibert Email: rachelle.thibert@hach.com Phone: 913-837-0045

PRICING QUOTATION

Line	Part Number	Description	Qty
Controller			
1	LXV515.99.0003C	15" touch wide screen IPC477E, Siemens	1
2	2907-0644-001	nn FLEXY EWON UNIT, FOR REMOTE ACCESS 4G	1
3	LXZ518.53.A0111	Software RTC-SRT (2-channel): Adjustment of sludge retention time	1
4	LXZ515.99.B0000	Software - OPC Server	1
5	LXZ519.53.D0111	Software RTC-N_4Z (2-channel): Combination open/losed loop NH ₄ control, swing zone	1
6	LXZ521.53.A0111	Software RTC-DN_IRC (2-channel): Closed loop NO ₃ control	1
			Subtotal \$ 64,399.00
			Grand Total \$ 64,399.00

Sales Contact:

Name: Rachelle Thibert
 Title: Regional Sales Manager
 Phone: 913-837-0045
 Email: rachelle.thibert@hach.com



Quotation

Quote Number: 100906185v1
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 25-Apr-2023

Quote Expiration: 24-Jun-2023

CITY OF EMPORIA
 PO BOX 928
 EMPORIA, KS 66801-0928

Name: Dean Grant
 Phone: 512-818-7764
 Email: dgrant@emporia-kansas.gov

Customer Account Number : 079649

Sales Contact: Rachelle Thibert Email: rachelle.thibert@hach.com Phone: 913-837-0045

PRICING QUOTATION

Line	Part Number	Description	Qty
Instrumentation			
1	LXV525.99KTO053	SC4500 LAN Bundle, mA Output	14
2	LXZ525.99.C0002	SC4500 Ethernet IP Upgrade Kit	3
3	LXV423.99.00100	Solitax ts-line sc Turbidity (0.001-4000 NTU) and Suspended Solids (0.001-50 g/L) immersion probe, with wiper, stainless steel. Standard lead time 10 days.	2
4	LZY714.99.53120	Stainless Steel pole mounting Kit for Solitax sc and TSS sc Sensors. Standard lead time 10 days.	2
5	LXV424.99.00200	Solitax highline sc Turbidity and Suspended Solids Insertion Probe with Wiper, Stainless Steel	2
6	LZX337	Stainless steel safety armature for Solitax inline sc and Solitax highline sc	2
7	LZX660	Stainless steel welding flange for inline armatures for Solitax sc sensors	2
8	LXV440.99.10002	A-ISE sc Low cost ISE Ammonium probe (immersion) with RFID, 10 m cable	2
9	6184900	PVC rail mount kit for ISE sensors	2
10	6860000	High Output Airblast Cleaning System, 115 V	2
11	LZY706	Cleaning unit for AN-ISE sc/AISE sc/NISE sc	2
12	6157500	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH ₄ -N, Two Channel Continuous Sample, 115-230V. Standard lead time 0 days.	1
13	LQV155.99.00012	Power Box with Power Connection Cable for Amtax sc and Phosphax sc. Standard lead time 25 days.	1

Line	Part Number	Description	Qty
14	LZY286	Stand mounting kit (1.7 m) for SC analyzer and SC controller. Standard lead time 25 days.	2
15	9020000	Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology	4
16	9253000	Pole Mount Assembly for 1" NPT Sensors	6
17	5739200	Filtrax sample filtration system, 2 m heated hose, 115 Vac	2
18	LZY714.99.43050	Filtrax Pole mounting hardware, 10 cm bracket, SS pole with opening 2 m. Standard lead time 10 days.	2
19	DRD1P5	Hach Online Process ORP Sensor - General Purpose Digital ORP Sensor	2
20	LXZ524.99.00004	SC4200c UV protection screen. LOQ lead time 40 days.	14
21	LXV448.99.21001	NT3100sc UV Nitrate Sensor, 2 mm path length. Standard lead time 15 days.	2
22	LZY714.99.53520	UVAS Pole mounting hardware, 10 cm bracket, SS pole 2 m. Standard lead time 10 days.	2
23	LZX676	Stainless Steel stand kit. Standard lead time 10 days.	2
24	LZY303	Heated drain/connecting hose for Amtax and Phosphax sc, 2 m, 115 V. Standard lead time 25 days.	2
25	6993	Insulated Weatherguard Enclosure. Standard lead time 30 days.	1
26	580900	Dual Sink System- Standard lead time 45 days. Standard lead time 5 days.	1
Subtotal			\$ 250,994.00
Grand Total			\$ 250,994.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Rachelle Thibert
Title: Regional Sales Manager
Phone: 913-837-0045
Email: rachelle.thibert@hach.com



Quotation

Quote Number: 100905655v1
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
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Customer Account Number : 079649

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PRICING QUOTATION

Line	Part Number	Description	Qty
Services			
1	RTCCOMSTD	Standard RTC Commissioning, First Channel	1
2	RTCCOMSTD-ADD	Standard RTC Commissioning, Additional Channel	5
3	FSPRTC	Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	1
4	FSPRTC-ADD	Coverage and support of each additional RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer. Must be purchased with FSPRTC.	5
5	WRTUPGSOLITAX	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	4
6	WRTUPGAISE	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2
7	WRTUPGAMTAXSC	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	1

Line	Part Number	Description	Qty
8	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	14
9	WRTUPGLDO2	WarrantyPlus Service Agreement includes all parts, labor, and travel, an on-site startup OR one PM/calibration visit, unlimited technical support calls, and free firmware updates.	4
10	WRTUPGFILTRAX	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 3 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2
11	WRTUPGNT3X00	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	2
12	WRTUPGGLPHORP	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2
Subtotal			\$ 65,678.00
Grand Total			\$ 65,678.00

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Sales Contact:

Name: Rachelle Thibert
 Title: Regional Sales Manager
 Phone: 913-837-0045
 Email: rachelle.thibert@hach.com

CITY OF EMPORIA BOARD APPLICATION PROCEDURE

Sue Bryson
(620) 343-4251
sbryson@emporiaks.gov



July 20, 2023

The following Board Application Procedure details the structured process for City staff, Commissioners, and Liaisons to select and appoint individuals to serve on City boards and commissions. By having a formal application procedure, the selection process becomes more transparent for the community.

Board Application Procedure

Liaisons play a crucial role on City boards and will be responsible for identifying and reporting City board and commission openings.

1. Liaisons will notify the City Manager's Executive Assistant when there is a board opening.
2. The Executive Assistant will then notify the Communications Manager of the board opening.
3. The Communications Manager will create advertising for board opening and post to City social media platforms, the City website, and notify local media. Advertising will include:
 - a. Deadline of 21 calendar business days from date of publishing.
 - b. Application form link.
4. The Executive Assistant will collect board applications through the City website application form process. Applications will be uploaded to the corresponding Boards and Commissions document folder in the Document Center.
5. The Executive Assistant will notify Commissioners and Liaisons when they can view applications through the Boards and Commissions folder in the Document Center.
6. After the deadline has passed, Liaisons will contact applicants and Commissioners to schedule interviews.
7. The Executive Assistant will be responsible for scheduling the interview for the Emporia Recreation Commission Board, Emporia Public Library, Regional Development Association, and Emporia Enterprises.
8. Liaisons will sit in for interviews. However, executive directors from the Emporia Recreation Commission Board, Emporia Public Library, Regional Development Association, and

Emporia Enterprises, will not.

9. After the selection of an appointee has been made, Liaisons will contact the Executive Assistant to publish the appointment to a City Commission meeting agenda.

10. Liaisons will be responsible for the following:

- a. Prepare Commission Action Report Form.
- b. Attach all applications to the Commission Report Form.

Questions should be directed to the Executive Assistant at 620-343-4251 or by email.